Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 Asynchronous Transfer Mode Network Service I

This service is offered in the state of Missouri.

5.5.1 General

Issued: October 11, 2002

Asynchronous Transfer Mode (ATM) Network Service is a form of "fast packet" switching service for high speed networks which require flexible bandwidth, high-performance transport and switching for connectivity between and among widely distributed Customer locations. ATM Network Service is a cell-based, connection-oriented, switching and multiplexing technology designed to be a fast, general-purpose transfer mode for multiple services.

ATM Network Service conforms to protocol standards created by the ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and (CCITT) and American National Standards Institute (ANSI), publications T1.511, T1.627 and T1.630.

ATM Network Service is a high-bandwidth medium with low delay and has the capability to be switched or routed to a specific destination.

ATM Network Service is available where facilities and conditions permit.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Cont'd)

5.5.2 <u>Service Description</u>

ATM Network Service is a data networking technology that uses 53 byte cells, consisting of a 5 byte header which contains addressing, payload type and network priority information and a 48 byte payload for data. The cells are transmitted through an ATM network in a "real time" (no delay in transmission) or "non-real time" sensitive manner on virtual channels.

A Permanent Virtual Circuit (PVC) is established between two or more Customer designated locations (CDLs). PVCs are logical circuits that define a specific path for data sent by Customer to another location. Once a PVC is defined, it requires no setup operation before data is sent and no disconnect operation after data is sent. A new PVC connection between the same CDLs may be routed along a different path.

A Permanent Virtual Path (PVP) is a point-to-point, pre-defined logical circuit pathway that is utilized for routing ATM cells which are assigned to PVCs between two Customer locations. PVPs are available in assignable bandwidths and cannot exceed the bandwidth of the ports through which they are provided network access and egress, i.e., DS1 (1.544 Mbps), DS3 (45 Mbps), OC3c (155 Mbps) and OC12c (622.08 Mbps).

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.2 <u>Service Description</u> (Continued)

Subscription to a PVP allows Customer to manage the channel assignments of PVCs within PVPs. This is allowable, provided that the sum of the service parameters of all assigned PVCs do not exceed the aggregate service parameters of the PVP. A single PVP may support multiple PVCs and may support Switched Virtual Circuits (SVCs) provided that the SVC signaling is encapsulated in a tunneling protocol.

PVPs must also be subscribed to with an assigned Quality of Service (QoS) value, which is selectable from the QoS values supported by the Company's network at the time of service subscription. All subsequently assigned PVCs within a PVP must be established with the same QoS value as the PVP to which they are assigned. Multiple PVPs with the same or different QoS subscription parameters may be assigned or established through a single ATM network port.

Company ATM switches are responsible for guaranteeing the QoS ordered by Customer. QoS refers to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network. ATM Customers are responsible for selecting the level of service required.

There are five QoS categories:

Constant Bit Rate (CBR): Supports a constant or guaranteed rate to transport services requiring rigorous timing control and performance parameters (i.e., live video).

Variable Bit Rate-real time (VBR-rt): Supports bursty data traffic with average and peak traffic parameters which is transported immediately (i.e., LAN and video applications). The VBR-rt is described by values representing Sustainable Cell Rate (SCR) and a Peak Cell Rate (PCR). The SCR is the maximum average cell transmission rate on a given PVC. It allows the network to allocate sufficient network resources to guarantee network performance objectives. The SCR applies only to VBR traffic. The PCR is the maximum cell transmission rate (cells per second) per PVC.

Variable Bit Rate-non real time (VBR-nrt): Supports bursty data traffic with average and peak traffic parameters, however, the information is stored and transported at a later time (i.e., Frame Relay Service).

Available Bit Rate (ABR): ATM layer transfer characteristics provided by the network may change subsequent to connection establishment, suitable for bursty data applications.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.2 Service Description (Continued)

Unspecified Bit Rate (UBR): ATM Service Category which does not specify traffic related service guarantees. No numerical commitments are made with respect to the cell loss ratio or as to the cell transfer delay experienced by cells on the connection (i.e., data applications, messaging and telecommuting from home to office).

Switched Virtual Circuits are not available at this time.

5.5.3 <u>Service Provisioning</u>

ATM Network Service can be provisioned over DS1, DS3, OC3c and OC12c access channels. The access channels and any applicable transport provide connections from Customer's location(s) to the ATM port of the serving ATM switch within Company's network. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

Ports are provisioned on a specified speed based upon Customer's request. The ATM ports will match the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and the port speed. Ports will be further defined and differentiated by the software definition requested and ascribed to the port. Software definition of ports must be selected by Customer. The possible port definitions are User to Network Interface (UNI), and Network to Network Interface (NNI). A UNI is an interface point between ATM end users and Company ATM switch while a NNI is an interface between Company's ATM switch and another provider's ATM switch, (i.e. IC or another Company).

ATM Network Service will be provisioned based upon mutually agreed upon date between Customer and Company.

5.5.4 Obligations of Company

Company is responsible for service up to the network interface.

Company shall provision service over facilities suitable for ATM transmission, where available, for the effective maximum data rates of a DS1 (1.544 Mbps), DS3 (45 Mbps), OC3c (155 Mbps) or OC12c (622.08 Mbps, concatenated).

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.4 Obligations of Company (Continued)

During Company's network maintenance and software updates period, it may be necessary to place the ATM Switch out of service. Company will provide Customers reasonable and timely notification to minimize impacts to Customer's service. Company reserves the right to temporarily interrupt ATM Service at other times in emergency situations.

5.5.5 Obligations of Customer

Customer must provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services.

Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). All CPE that will interface directly with Company's ATM network must be in compliance with the ATM Forum af-tm-0056.000 Traffic Management Standards, Version 4.0.

Customer must specify the speed and Level of Service for each ATM port ordered.

Customer shall be responsible for obtaining permission for Company's agents or employees to enter Customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

5.5.6 Rate Regulations

A. Minimum Period

The minimum period for ATM Network Service is one month, except when provided under an Extended Service Plan (ESP) arrangement. The regulations applicable to ATM Network Service provided under an ESP arrangement are specified under C.

B. Rate Elements

1. ATM Level of Service

A monthly rate, based on the speed of the port connection (DS1, DS3, OC3c or OC12c), apply per port for each physical connection to the network supporting ATM Service.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 <u>Rate Regulations</u> (Continued)

B. Rate Elements (Continued)

2. ATM NNI or UNI Port

A nonrecurring charge and a monthly rate, based on the speed of the port connection (DS1, DS3, OC3c or OC12c), apply per port for each ATM access channel connection to the network supporting ATM Service. Each port can accommodate multiple paths (PVCs). Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Network-to-Network Interface (NNI)

The NNI port configuration is used for connecting Company's ATM Switch network to another ATM switch for bidirectional messaging.

(b) User-to-Network Interface (UNI)

The UNI port provides an interface between the user and Company's ATM network.

ATM PVC or PVP Activation

A nonrecurring charge, based on the quantity of PVCs or PVPs ordered, applies for the first and each additional PVC or PVP activation, per Service Request (SR).

4. ATM Office Link

This service is no longer available to new Customers.

The ATM Office Link is an optical cross connect arrangement within Company's wire center, between the port on Company's ATM switch and Customer's ATM transmission equipment where Customer is provided Expanded Interconnection Services (EIS).

The ATM Office Link is a monthly rate available in OC3c and OC12c bandwidths.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 Rate Regulations (Continued)

C. Rate Application

ATM Network Service for each port must be subscribed according to Customer's chosen Level of Service as described following:

- Level 1: Up to 100% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Any remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 2: Up to 75% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 3: Up to 50% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 4: Up to 25% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 5: All PVCs ingressing the port require VBR-nrt, ABR and/or UBR QoS processing and network transmission.

A SR is required for programming and activation of PVCs and PVPs. PVCs will be considered a single virtual circuit extending from ingress port to egress port through the network. There are two classes of NRCs for the activation of a PVC or PVP. The "First PVC or PVP Activation" charge will apply for the first PVC or PVP activation ordered by Customer. If multiple PVC or PVP activation's are requested on the same ASR, the "First PVC or PVP Activation" charge is assessed for the first PVC or PVP and the "Additional PVC or PVP Activation" charge will be assessed for each additional PVC or PVP. These charges will also apply for PVCs or PVPs rerouted or changed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 Rate Regulations (Continued)

C. Rate Application (Continued)

Additional PVCs or PVPs will not be added if the sum of the port bandwidth utilized by existing and additional PVCs or PVPs for CBR and VBR-rt services exceeds the bandwidth allotted for these services within the subscribed Level of Service for that port. (The Level of Service will have to change to support the required bandwidth).

For purposes of determining the Level of Service required for a port and calculating the sum of port bandwidth utilized through the port, each CBR PVC and CBR PVP is to be added to the total at 100% of the bit rate utilized, and each VBR-rt PVC is to be added to the total at 100% of the PCR (converted to Bits Per Second).

The derived total bandwidth utilized by the above described PVCs and PVPs is then divided by the port bandwidth to determine the percentage of port bandwidth utilized. This percentage should then be compared to the Level of Service definitions to determine the Level of Service required.

Example:

Sum CBR PVC and PVP Bit Rates + [Sum VBR-rt PVC PCRs x 53 x 8] ATM Port Bit Rate

ATM port bit rates are defined as follows:

DS1 = 1.544 Mbps DS3 = 44.736 Mbps OC3c = 155.52 Mbps OC12c = 622.06 Mbps

The bandwidth consumed or assigned to a PVP will be considered to be "real time" regardless of the actual QoS value established for the PVP, and will be treated in port bandwidth consumption calculations in the same manner as CBR or VBR-real time PVCs. Therefore, "real time" bandwidth calculations involving PVPs will result in a minimum Level 4 Network Level of Service requirement, but higher Levels of Service may be required, depending on actual bandwidth consumed by the PVPs assigned through any individual port.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 Rate Regulations (Continued)

C. Rate Application (Continued)

The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative speeds to exceed the physical dsbandwidth of that port. This is referred to as over-subscription.

Oversubscription of non-real time (nrt) PVCs to ports will be allowed according to the following parameters:

		Maximum*
Subscribed	% of Port	Allowed Port
Level of Service	Allotted to Nrt Services	Subscription
1	0%	100%
2	25%	125%
3	50%	150%
4	75%	225%
5	100%	400%

D. Extended Service Plan (ESP)

1. General

Access Links are no longer available to new Customers.

The terms and conditions specified herein are applicable to ATM Network Service and are in addition to other regulations as specified in this Tariff.

The ATM Network Service DS1, DS3, OC3c and OC12c NNI Ports, the ATM Network Service DS1, DS3, OC3c and OC12c UNI Ports, the ATM Network Service OC3c and OC12c Access Links are available under an ESP.

* The throughput of oversubscribed PVCs is not guaranteed through the network as such throughput is dependent upon the amount of simultaneous transmission traversing the network at any given point in time.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 Rate Regulations (Continued)

D. Extended Service Plan (ESP) (Continued)

1. General (Continued)

ATM Network Service ESP rates will not be greater than standard month-tomonth ATM Network Service rates, for the same rate elements.

Three year and five year ESP rates will be equal to or less than the one year ESP rates. Decreases to the one year ESP rates will flow through to the three year and five year ESP rates.

Term commitments of one year, three year and five year are available to all Customers at the applicable rates set forth in Section 5.5.7 regardless of when they subscribe to a ESP arrangement. Rate elements must be ordered under the same ESP period.

Customer must designate on the SR the term commitment for the ESP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges.

Outside moves provided in accordance with 5.6.4 B. 2 will allow Customer to retain the same ESP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

2. Changes in Length of ESP Period

Prior to the completion of the selected ESP period, Customer may elect to convert a new ESP period of the same or different length, subject to the following conditions:

No credit toward the new payment period will be given for payments made under the original ESP arrangement.

Nonrecurring charges (NRCs) will not be reapplied for existing service(s).

If the new ESP period is shorter in length than the time remaining under the existing ESP, the change to the new ESP period constitutes a disconnect of the existing ESP service and termination liability charges apply.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 Rate Regulations (Continued)

D. Extended Service Plan (ESP) (Continued)

3. Renewal Options

- (a) At the expiration of an ESP period, Company will automatically renew the service at the same ESP period unless Customer chooses to convert to a different ESP period, convert to month-to-month rates or discontinue service. All terms and conditions, including termination liabilities will apply to the new ESP period.
- (b) Conversion to a different ESP period will require Customer to submit a change ASR. Conversion to a different ESP period will be allowed without application of any nonrecurring charges.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

4. Notification of Discontinuance

A SR for discontinuance of an ESP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

5. Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an ESP period, subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.
- The new service will be provided at the same Customer location(s) as the discontinued service.
- The higher speed term commitment must be equal to or longer than the time remaining under the ESP.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)

5.5.6 <u>Rate Regulations</u> (Continued)

- D. Extended Service Plan (ESP) (Continued)
 - 5. Upgrade to Higher Speed Service (Continued)
 - The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.
 - The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate nonrecurring charges.
 - Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s)

6. Termination Liability

When an ESP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the ESP period in effect at the time of disconnect.

One Year ESP - 50% of any remaining portion of the first year's recurring charges.

Three Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that period.

Five Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 10% of the total monthly recurring charges in that period.

7. Termination Without Liability

During an ESP period, should the currently effective rate for Customer's service increase, Customer may, at their option, terminate the ESP arrangement without penalty or liability.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 Rates and Charges
 - A. Standard Arrangements
 - 1. ATM Network Service NNI Port, Each

	ATM DS1	ATM DS1 NNI Port		INI Port
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
Missouri	\$650.00	\$215.00	\$1,500.00	\$355.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 Rates and Charges (Continued)
 - A. Standard Arrangements (Continued)
 - 1. ATM Network Service NNI Port, Each (Continued)

	ATM OC3	ATM OC3c NNI Port		NNI Port
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
Missouri	\$1,500.00	\$550.00	\$2,000.00	\$1,470.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 2. ATM Network Service UNI Port, Each

	ATM DS1	ATM DS1 UNI Port		JNI Port
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
Missouri	\$650.00	\$200.00	\$1,500.00	\$340.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 2. ATM Network Service UNI Port, Each (Continued)

	ATM OC3	ATM OC3c UNI Port		: UNI Port
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
Missouri	\$1,500.00	\$530.00	\$2,000.00	\$1,450.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 3. ATM Level of Service-DS1 Port, Each

	Monthly Rate				
	Level 1	Level 2	Level 3	Level 4	Level 5
Missouri	\$125.00	\$115.00	\$110.00	\$107.00	\$105.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 4. ATM Level of Service-DS3 Port, Each

	Monthly Rate				
	Level 1	Level 2	Level 3	Level 4	Level 5
Missouri	\$870.00	\$765.00	\$705.00	\$675.00	\$650.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 5. ATM Level of Service OC3c Port, Each

	Monthly Rate				
	Level 1	Level 2	Level 3	Level 4	Level 5
Missouri	\$1,790.00	\$1,545.00	\$1,425.00	\$1,360.00	\$1,330.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 6. ATM Level of Service OC12c Port, Each

	Monthly Rate					
	Level 1	Level 2	Level 3	Level 4	<u>Level 5</u>	
Missouri	\$4,800.00	\$4,550.00	\$4,425.00	\$4,350.00	\$4,300.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 Rates and Charges (Continued)
 - A. Standard Arrangements (Continued)
 - 7. ATM Network Service PVC or PVP Activation, Per ASR

First PVC or PVP
Activation, each
Nonrecurring
Charge

Add'l PVC or PVP
Activation, each
Nonrecurring
Charge

Missouri \$8.00 \$6.00

^{*} Applies for PVC Activation only, PVP is not available.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 8. ATM Network Service Access Link, Each*

	ATM OC	ATM OC3c Access Link		ATM OC12c Access Link	
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	
Missouri	\$1,500.00	\$2,200.00	\$4,000.00	\$3,500.00	

^{*} These rate elements are no longer available to new Customers.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - A. Standard Arrangements (Continued)
 - 9. ATM Network Service Office Link, Each*

ATM OC3c Office Link

Monthly Rate

ATM OC12c Office Link

Monthly Rate

Missouri \$125.00 \$180.00

^{*} These rate elements are no longer available to new Customers.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements
 - 1. ATM Network Service DS1 NNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$650.00	\$195.00	\$190.00	\$185.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
- - 5.5.7 Rates and Charges (Continued)
 - В. Extended Service Plan (ESP) Arrangements (Continued)
 - 2. ATM Network Service DS3 NNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$1,500.00	\$345.00	\$340.00	\$335.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 3. ATM Network Service OC3c NNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$1,500.00	\$535.00	\$530.00	\$525.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 4. ATM Network Service OC12c NNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$2,000.00	\$1,450.00	\$1,440.00	\$1,430.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 5. ATM Network Service DS1 UNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$650.00	\$180.00	\$175.00	\$170.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 6. ATM Network Service DS3 UNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$1,500.00	\$330.00	\$325.00	\$320.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 7. ATM Network Service OC3c UNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$1,500.00	\$520.00	\$510.00	\$505.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 8. ATM Network Service OC12c UNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$2,000.00	\$1,400.00	\$1,390.00	\$1,380.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 9. ATM Network Service OC3c Office Link, Each*

	One Year	Three Year	Five Year
	<u>Monthly</u>	<u>Monthly</u>	<u>Monthly</u>
Missouri	\$120.00	\$115.00	\$110.00

^{*} These rate elements are no longer available to new Customers.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.5 <u>Asynchronous Transfer Mode Network Service I</u> (Continued)
 - 5.5.7 Rates and Charges (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 10. ATM Network Service OC12c Office Link, Each*

	One Year	Three Year	Five Year
	<u>Monthly</u>	<u>Monthly</u>	<u>Monthly</u>
Missouri	\$175.00	\$170.00	\$165.00

^{*} These rate elements are no longer available to new Customers.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 Asynchronous Transfer Mode Network Service II

This service is offered in the state of Missouri.

5.6.1 General

Asynchronous Transfer Mode (ATM) Network Service is a form of "fast packet" switching service for high speed networks which require flexible bandwidth, high-performance transport and switching for connectivity between and among widely distributed Customer locations. ATM is a cell-based, connection-oriented, switching and multiplexing technology designed to be a fast, general-purpose transfer mode for multiple services.

ATM Network Service conforms to protocol standards created by the ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and (CCITT) and American National Standards Institute (ANSI), publications T1.511, T1.627 and T1.630.

ATM is a high-bandwidth medium with low delay and has the capability to be switched or routed to a specific destination.

ATM Network Service is available where facilities and conditions permit.

5.6.2 Service Description

ATM is a data networking technology that uses 53 byte cells, consisting of a 5 byte header which contains addressing, payload type and network priority information and ε 48 byte payload for data. The cells are transmitted through an ATM network in a "real time" (no delay in transmission) or "non-real time" sensitive manner on virtual channels.

A Permanent Virtual Circuit (PVC) is established between two or more Customer Designated Locations (CDLs). PVCs are logical circuits that define a specific path for data sent by Customer to another location. Once a PVC is defined, it requires no setup operation before data is sent and no disconnect operation after data is sent. A new PVC connection between the same CDLs may be routed along a different path.

A Permanent Virtual Path (PVP) is a point-to-point, pre-defined logical circuit pathway that is utilized for routing ATM cells which are assigned to PVCs between two Customer locations. PVPs are available in assignable bandwidths and cannot exceed the bandwidth of the ports through which they are provided network access and egress, i.e., DS3 (45 Mbps) and OC3c (155 Mbps).

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.2 <u>Service Description</u> (Continued)

Subscription to a PVP allows Customer to manage the channel assignments of PVCs within PVPs. This is allowable, provided that the sum of the service parameters of all assigned PVCs do not exceed the aggregate service parameters of the PVP. A single PVP may support multiple PVCs and may support Switched Virtual Circuits (SVCs) provided that the SVC signaling is encapsulated in a tunneling protocol.

PVPs must also be subscribed to with an assigned Quality of Service (QoS) value, which is selectable from the QoS values supported by Company's network at the time of service subscription. All subsequently assigned PVCs within a PVP must be established with the same QoS value as the PVP to which they are assigned. Multiple PVPs with the same or different QoS subscription parameters may be assigned or established through a single ATM network port.

Company ATM switches are responsible for guaranteeing the QoS ordered by Customer. QoS refers to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network. ATM Customers are responsible for selecting the level of service required.

There are five QoS categories:

- Constant Bit Rate (CBR): Supports a constant or guaranteed rate to transport services requiring rigorous timing control and performance parameters (i.e., live video).
- Variable Bit Rate-real time (VBR-rt): Supports bursty data traffic with average and peak traffic parameters which is transported immediately (i.e., LAN and video applications). The VBR-rt is described by values representing Sustainable Cell Rate (SCR) and Peak Cell Rate (PCR). The SCR is the maximum average cell transmission rate on a given PVC. It allows the network to allocate sufficient network resources to guarantee network performance objectives. The SCR applies only to VBR traffic. The PCR is the maximum cell transmission rate (cells per second) per PVC.
- Variable Bit Rate-non real time (VBR-nrt): Supports bursty data traffic with average and peak traffic parameters, however, the information is stored and transported at a later time (i.e., Frame Relay Service).
- Available Bit Rate (ABR): ATM layer transfer characteristics provided by the network may change subsequent to connection establishment, suitable for bursty data applications.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.2 Service Description (Continued)

 Unspecified Bit Rate (UBR): ATM Service Category which does not specify traffic related service guarantees. No numerical commitments are made with respect to the cell loss ratio or as to the cell transfer delay experienced by cells on the connection (i.e., data applications, messaging and telecommuting from home to office).

Switched Virtual Circuits are not available at this time.

5.6.3 Service Provisioning

ATM Network Service can be provisioned over DS3 and OC3c access channels. The access channels and any applicable transport provide connections from Customer's location(s) to the ATM port of the serving ATM switch within Company's network. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

Ports are provisioned on a specified speed based upon Customer's request. The ATM ports will match the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and the port speed. Ports will be further defined and differentiated by the software definition requested and ascribed to the port. Software definition of ports must be selected by Customer. The possible port definitions are User to Network Interface (UNI), and Network to Network Interface (NNI). A UNI is an interface point between ATM end users and Company ATM switch while a NNI is an interface between Company's ATM switch and another provider's ATM switch, (i.e. IC or another Company).

ATM Network Service will be provisioned based upon a mutually agreed upon date between Customer and Company.

5.6.4 Obligations of Company

Company is responsible for service up to the network interface.

Company shall provision service over facilities suitable for ATM transmission, where available, for the effective maximum data rates of a DS3 (45 Mbps) or an OC3c (155 Mbps).

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.4 Obligations of Company (Continued)

During Company's network maintenance and software updates period, it may be necessary to place the ATM Switch out of service. Company will provide Customers reasonable and timely notification to minimize impacts to Customer's service. Company reserves the right to temporarily interrupt ATM Service at other times in emergency situations.

5.6.5 Obligations of Customer

Customer must provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services.

Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). All CPE that will interface directly with Company's ATM network must be in compliance with the ATM Forum af-tm-0056.000 Traffic Management Standards, Version 4.0.

Customer must specify the speed and Level of Service for each ATM port ordered.

Customer shall be responsible for obtaining permission for Company's agents or employees to enter Customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

5.6.6 Rate Regulations

A. Minimum Period

The minimum period for ATM Network Service is one month, except when provided under an Extended Service Plan (ESP) arrangement. The regulations applicable to ATM Network Service provided under an ESP arrangement are specified under D.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

B. Rate Elements

1. ATM Level of Service

A monthly rate, based on the speed of the port connection (DS3 or OC3c), apply per port for each physical connection to the network supporting ATM Service.

2. ATM NNI or UNI Port

A Non-Recurring Charge (NRC) and a monthly rate, based on the speed of the port connection (DS3 or OC3c), apply per port for each ATM access channel connection to the network supporting ATM Service. Each port can accommodate multiple paths (PVCs).

Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Network-to-Network Interface (NNI)

The NNI port configuration is used for connecting the Company's ATM Switch network to another ATM switch for bidirectional messaging.

(b) User-to-Network Interface (UNI).

The UNI port provides an interface between the user and the Company's ATM network.

3. ATM PVC or PVP Activation

A NRC, based on the quantity of PVCs or PVPs ordered, applies for the first and each additional PVC or PVP activation, per Service Request (SR).

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

C. Rate Application

ATM Network Service for each port must be subscribed according to Customer's chosen Level of Service as described following:

- Level 1: Up to 100% of port bandwidth may be utilized for CBR and/or VBRrt QoS priority processing and network transmission. Any remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 2: Up to 75% of port bandwidth may be utilized for CBR and/or VBR-rt
 QoS priority processing and network transmission. Remaining
 bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 3: Up to 50% of port bandwidth may be utilized for CBR and/or VBR-rt
 QoS priority processing and network transmission. Remaining
 bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 4: Up to 25% of port bandwidth may be utilized for CBR and/or VBR-rt
 QoS priority processing and network transmission. Remaining
 bandwidth may be utilized for VBR-nrt, ABR or UBR services.
- Level 5: All PVCs ingressing the port require VBR-nrt, ABR and/or UBR QoS processing and network transmission.

A SR is required for programming and activation of PVCs and PVPs. PVCs will be considered a single virtual circuit extending from ingress port to egress port through the network. There are two classes of NRCs for the activation of a PVC or PVP. The "First PVC or PVP Activation" charge will apply for the first PVC or PVP activation ordered by Customer. If multiple PVC or PVP activation's are requested on the same ASR, the "First PVC or PVP Activation" charge is assessed for the first PVC or PVP and the "Additional PVC or PVP Activation" charge will be assessed for each additional PVC or PVP. These charges will also apply for PVCs or PVPs rerouted or changed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

C. Rate Application (Continued)

Additional PVCs or PVPs will not be added if the sum of the port bandwidth utilized by existing and additional PVCs or PVPs for CBR and VBR-rt services exceeds the bandwidth allotted for these services within the subscribed Level of Service for that port. (The Level of Service will have to change to support the required bandwidth).

For purposes of determining the Level of Service required for a port and calculating the sum of port bandwidth utilized through the port, each CBR PVC and CBR PVP is to be added to the total at 100% of the bit rate utilized, and each VBR-rt PVC is to be added to the total at 100% of the PCR (converted to Bits Per Second).

The derived total bandwidth utilized by the above described PVCs and PVPs is then divided by the port bandwidth to determine the percentage of port bandwidth utilized. This percentage should then be compared to the Level of Service definitions to determine the Level of Service required.

Example:

Sum CBR PVC and PVP Bit Rates

[Sum VBR-rt PVC PCRs x 53 x 8] ATM Port Bit Rate

ATM port bit rates are defined as follows: DS3 = 44.736 Mbps OC3c = 155.52 Mbps

The bandwidth consumed or assigned to a PVP will be considered to be "real time" regardless of the actual QoS value established for the PVP, and will be treated in port bandwidth consumption calculations in the same manner as CBR or VBR-rt PVCs. Therefore, "real time" bandwidth calculations involving PVPs will result in a minimum Level 4 Network Level of Service requirement, but higher Levels of Service may be required, depending on actual bandwidth consumed by the PVPs assigned through any individual port.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 Rate Regulations (Continued)

C. Rate Application (Continued)

The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative speeds to exceed the physical bandwidth of that port. This is referred to as over-subscription.

Oversubscription of non real time (nrt) PVCs to ports will be allowed according to the following parameters:

	% of Port	Maximum*
Subscribed	Allotted to	Allowed Port
Level of Service	Nrt Services	Subscription
1	0%	100%
2	25%	125%
3	50%	150%
4	75%	225%
5	100%	400%

D. Extended Service Plan (ESP)

1. General

The terms and conditions specified herein are applicable to ATM Network Service and are in addition to other regulations as specified in this Tariff.

The ATM Network Service DS3 and OC3c NNI Ports, the ATM Network Service DS3 and OC3c UNI Ports are available under an ESP.

* The throughput of oversubscribed PVCs is not guaranteed through the network as such throughput is dependent upon the amount of simultaneous transmission traversing the network at any given point in time.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

D. Extended Service Plan (ESP) (Continued)

1. General (Continued)

ATM Network Service ESP rates will not be greater than standard month-tomonth ATM Network Service rates, for the same rate elements.

Three year and five year ESP rates will be equal to or less than the one year ESP rates. Decreases to the one year ESP rates will flow through to the three year and five year ESP rates.

Term commitments of one year, three year and five year are available to all Customers at the applicable rates set forth in Section 5.6.7 regardless of when they subscribe to a ESP arrangement. Rate elements must be ordered under the same ESP period.

Customer must designate on the SR the term commitment for the ESP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges.

Outside moves provided in accordance with Section 4 will allow Customer to retain the same ESP payment period. Any other move will be treated as ϵ disconnect of the service and termination liability charges will apply.

2. Changes in Length of ESP Period

Prior to the completion of the selected ESP period, Customer may elect to convert a new ESP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original ESP arrangement.
- NRCs will not be reapplied for existing service(s).
- If the new ESP period is shorter in length than the time remaining under the existing ESP, the change to the new ESP period constitutes a disconnect of the existing ESP service and termination liability charges apply.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

D. Extended Service Plan (ESP) (Continued)

3. Renewal Options

- (a) At the expiration of an ESP period, Company will automatically renew the service at the same ESP period unless Customer chooses to convert to a different ESP period, convert to month-to-month rates or discontinue service. All terms and conditions, including termination liabilities will apply to the new ESP period.
- (b) Conversion to a different ESP period will require Customer to submit a change SR. Conversion to a different ESP period will be allowed without application of any NRCs.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

Notification of Discontinuance

A SR for discontinuance of an ESP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

5. Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an ESP period, subject to the following conditions:

- Both the existing and the new services are provided solely by Company;
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time;
- The new service will be provided at the same Customer location(s) as the discontinued service.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.6 <u>Rate Regulations</u> (Continued)

- D. Extended Service Plan (ESP) (Continued)
 - 5. Upgrade to Higher Speed Service (Continued)
 - The higher speed term commitment must be equal to or longer than the time remaining under the ESP.
 - The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.
 - The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate nonrecurring charges.
 - Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s).

6. Termination Liability

When an ESP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the ESP period in effect at the time of disconnect.

One Year ESP - 50% of any remaining portion of the first year's recurring charges.

Three Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that period.

Five Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 10% of the total monthly recurring charges in that period.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)
 - 5.6.6 <u>Rate Regulations</u> (Continued)
 - D. Extended Service Plan (ESP) (Continued)
 - 7. Termination Without Liability

During an ESP period, should the currently effective rate for Customer's service increase, Customer may, at their option, terminate the ESP arrangement without penalty or liability.)

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

5.6.7 Rates and Charges

A. Standard Arrangements

Missouri

Missouri

1. ATM Network Service NNI Port, Each

ATM DS3 N	INI Port	ATM OC3c N	NI Port
Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
\$1,500.00	\$355.00	\$1,500.00	\$550.00

2. ATM Network Service UNI Port, Each

DS3 UNI Port		ATM OC3c L	INI Port
Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	Monthly Rate
\$1,500.00	\$340.00	\$1,500.00	\$530.00

3. ATM Level of Service-DS3 Port, Each

			Monthly Rat	е	
	Level 1	Level 2	<u>Level 3</u>	Level 4	<u>Level 5</u>
Missouri	\$870.00	\$765.00	\$705.00	\$675.00	\$650.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

Missouri

- 5.6.7 Rates and Charges (Continued)
 - A. Standard Arrangements (Continued)
 - 4. ATM Level of Service OC3c Port, Each

Monthly Rate

<u>Level 1</u> <u>Level 2</u> <u>Level 3</u> <u>Level 4</u> <u>Level 5</u>

Missouri \$1,790.00 \$1,545.00 \$1,425.00 \$1,360.00 \$1,330.00

5. ATM Network Service PVC Activation, Per ASR

First PVC Activation Nonrecurring Charge

\$8.00

Add'I PVC Activation, each Nonrecurring Charge

\$6.00

6. ATM Network Service PVP Activation, Per ASR

First PVP Activation Add'I PVP Activation, each Nonrecurring Charge Charge

Missouri \$8.00 \$6.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)

Missouri

- 5.6.7 Rates and Charges (Continued)
 - B. Extended Service Plan (ESP) Arrangements
 - 1. ATM Network Service DS3 NNI Port, Each

\$1,500.00

		Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
	Missouri	\$1,500.00	\$345.00	\$340.00	\$335.00
2.	ATM Networ	k Service OC3c NN	NI Port, Each		
		Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
	Missouri	\$1,500.00	\$535.00	\$530.00	\$525.00
3.	ATM Networ	k Service DS3 UN	l Port, Each		
		Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>

\$330.00

\$325.00

\$320.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.6 <u>Asynchronous Transfer Mode Network Service II</u> (Continued)
 - 5.6.7 <u>Rates and Charges</u> (Continued)
 - B. Extended Service Plan (ESP) Arrangements (Continued)
 - 4. ATM Network Service OC3c UNI Port, Each

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year Monthly <u>Rate</u>
Missouri	\$1,500.00	\$520.00	\$510.00	\$505.00

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 DSL Solutions

This service is no longer available to new Customers. In addition, services may not be added to an existing Customer's plan.

This service is offered in the following state: Missouri.

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line Services (DSL) Solutions. DSL Solutions provide high-speed connections services over available facilities. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.

5.7.1 <u>Service Description</u>

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 256 Kbps Down/64 Kbps Up, 384 Kbps Down/384 Kbps Up, 768 Kbps Down/128 Kbps up, 768 Kbps Down/768 Kbps Up, 1.5 Mbps Down/768 Kbps Up and for multi-user applications, 1.5 Mbps Down/768 Kbps Up. The "up" speeds represent "transmission speeds in kilobits", from Customer Designated Location (CDL) to Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobits and megabits", from Company's ADSL connection point to the CDL. Company will set the transmission speeds to the speed levels for the service package selected by Customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds. Depending on this distance, actual speeds may be less than the transmission speeds set by Company. The connection point is the aggregation point designated by Company for connecting multiple Company serving wire centers of ADSL terminations to other Company provided network interface services. Other Company provided network interface services may include, but are not limited to, Frame Relay Service (FRS), Asynchronous Transfer Mode (ATM) and High Capacity Broadband Access Cloud (HiBAC) service facilities.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.2 <u>Service Provisioning</u>

ADSL Service is provisioned over available facilities and transported to Company's backbone network. ADSL Service provides a connection from the CDL to the ADSL connection point.

Access from Company's ADSL connection point will be provided via FRS or ATM Network Service, where facilities permit. The FRS must be of sufficient bandwidth to support the maximum speed of the ADSL Service being provided. Customer may use their existing interstate Frame Relay, ATM or HiBAC Services, or may submit an order to establish new facilities. A minimum connection speed of DS-3 or higher is required for ATM and HiBAC Services. If Customer utilizes Frame Relay, ATM or HiBAC Services, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the ADSL Service rate element.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.2 <u>Service Provisioning</u> (Continued)

Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of available facilities to provide the service. Company will not provision this service on facilities which are not suitable for ADSL.

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for transporting Customer-originated data.

A listing of the host wire centers capable of providing ADSL Service is furnished in Section 5.7.7. ADSL will be provided subject to the availability and where technical capabilities permit. Downstream data rates depend on a number of factors, including, but not limited to the distance from the CDL to the serving wire center and available facilities.

5.7.3 Responsibility of Company

Company will provision and maintain ADSL Service for Customer up to the Network Interface Device (NID). Company will advise Customer of the equipment necessary to support ADSL Service.

5.7.4 Rights of Company

Company will not provision ADSL Service if Company reasonably determines that it is not technically feasible over available facilities or it will cause interference problems with existing services. During Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

5.7.5 Responsibility of Customer

Customer is responsible for providing compatible Customer Provided Equipment (CPE) that is used for connection to ADSL Service.

Customer is responsible for providing Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

Customer ordering ADSL Service on behalf of its subscriber(s) must obtain a Letter of Authorization. Customer will be responsible for obtaining permission from its subscriber(s) for Company's agents or employees to enter CDL(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of Company.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations

A. General

ADSL Service arrangements are available as month to month or one, three or five year Term and Volume Plans (TVP). The regulations applicable to ADSL Service provided under TVP arrangements are specified under Section D. A Non-Recurring Charge (NRC) for the installation of ADSL Service and a monthly rate are applicable for all ADSL Service arrangements. These charges cover installation and activation of the service (installation and activation includes the following functions, if applicable: order entry check, line qualification, firm order commitment notification, work scheduling, loop conditioning if required, wire center cross connection, PVC creation and mapping, replacement of existing network interface device at the CDL with a new device including splitter if required, circuit turn-up and test, and completion notification to Customer, and all other similar activities if the installation and activation process changes) and the provision of the service.

ADSL Service is available in six service level packages, and is based on the "downstream and upstream" speeds chosen by Customer. The service levels are Bronze, Bronze Plus, Silver, Gold, Platinum and Platinum Plus. The Platinum Plus is available for multi-user applications. Customer may have multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
ADSL Bronze	256 Kbps	64 Kbps
ADSL Bronze Plus	768 Kbps	128 Kbps
ADSL Silver	384 Kbps	384 Kbps
ADSL Gold	768 Kbps	768 Kbps
ADSL Platinum	1.5 Mbps	768 Kbps
ADSL Platinum Plus	1.5 Mbps	768 Kbps

Data speeds listed above are peak speeds. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 <u>Rate Regulations</u> (Continued)

A. General (Continued)

ADSL Service is available through both wholesale and retail service offerings. ADSL Service is available as a retail offering under the month to month offering and the following TVP term and volume levels:

ADSL Bronze One Year, 1 - 499 units

Three Years, 1 - 499 units

ADSL Bronze Plus One Year, 1 - 1500 units

ADSL Silver One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Gold One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Platinum One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Platinum Plus One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Service is not available as a retail offering in term and volume levels that exceed the aforementioned bands.

Company will provide sales, customer service, billing services and trouble and repair service directly to end users who purchase ADSL Service on a retail basis.

Customers who purchase ADSL Service as a wholesale service and include ADSL Service in offerings to their end users, are responsible for: the terms of any pricing plans offered by Customer to end users, end user ordering, CPE, billing and collection, and customer service for all aspects of the service. Customer is also responsible for managing end user trouble reports and will not direct its end users to contact Company.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

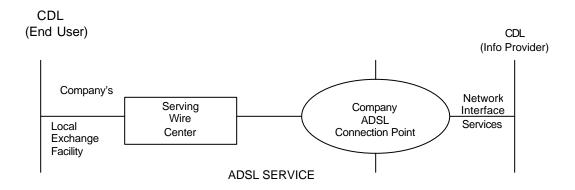
5.7.6 <u>Rate Regulations</u> (Continued)

B. Rate Application

With the exception of the Bronze package, the one-year TVP has two volume levels: 1 - 1,500 and Over 1500. With the exception of the Bronze package, the three-year TVP has four volume levels: 1 - 2,499; 2,500 - 7,499; 7,500 - 12,499; and 12,500 and Over. The Bronze package is available under both the one year and the three year TVP in three volume levels: 1 - 499; 500 - 1,500; and Over 1,500. The five-year TVP has five volume levels: 25,000 - 74,999; 75,000 - 149,999; 150,000 - 299,999; 300,000 - 674,999; and 675,000 and Over.

Within each of the TVP terms (one, three or five year), the services purchased by Customer under any ADSL Service level package available under the applicable TVP term (i.e., Bronze, Gold, etc.) will be combined to determine whether Customer selected volume commitment level has been met. ADSL Service purchased under different TVP terms will not be combined to determine whether the volume commitment level has been met.

The following diagram depicts a typical ADSL configuration:



(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

C. Service Rearrangements and Software Changes

A service rearrangement charge is applicable for services (bandwidth) downgrades, i.e. Silver to Bronze and for changing to a different Information Provider, i.e., Internet Service Provider (ISP). The charge is also applicable when the service level is changed from Bronze to Bronze Plus. Customer may request multiple service rearrangements within one wire center on one order. A separate order is required for rearrangements on a per wire center basis. The service rearrangement charge applies on a per service rearrangement basis.

Customer may order bandwidth level changes subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The service will be provided at the same Customer location as the discontinued service.
- The monthly rates for the new service(s) and/or service elements will be those in effect at the time of the service change.

A NRC applies for software changes such as re-mapping Frame Relay or ATM PVCs and other software changes associated with ADSL Services. This charge applies on a per software change basis.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP)

1. Description

The terms and conditions specified herein are applicable to ADSL Service and are in addition to other regulations as specified in this Tariff.

ADSL Service is available under TVPs on a wholesale basis to Customers for incorporation in service offerings made by such Customers to their endusers, and is priced on such basis. Customers who purchase ADSL Service under a TVP and include ADSL Service in their offerings to endusers, are responsible for the terms of any pricing plans offered by Customer to end-users, end-user ordering, providing CPE, billing and collecting from end-users, and for communicating with end-users for all aspects of the service. Customer is responsible for managing end-user trouble reports and will not direct its end-users to contact Company.

Company will provide sales, communication, billing services, and trouble and repair service directly to end-users that purchase ADSL Service on a retail basis.

An ADSL TVP will allow Customers discounted access rates based upon the volume and term commitment. The minimum term commitment is one year. Rates will be based upon the TVP selected by Customer.

Term plans of one, three and five years are available to all Customers at applicable rates set forth in the Tariff regardless of when the subscription is made for an ADSL Service TVP.

The first year under a TVP begins on the date that the first ADSL Service arrangement is installed and activated by Company. The first year for Customer that subscribes to the 675,000 and over volume commitment level in the five year TVP will be 18 months long. All other years in the five year TVP shall be 12 months in duration. All years in the one year and three year TVP are 12 months in duration.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

1. Description (Continued)

Company will calculate at the end of each year whether the volume commitment level has been met based on all of Customer's in-service ADSL Services in Company areas as specified in Section 5.7.7. The volume commitment levels for the one-year TVP must be in-service within one year from the date the first ADSL Service arrangement is installed and activated by Company. The three year and five year TVP terms have minimum volume commitment level requirements assigned for each year of the TVP as defined in the following tables:

Three Year TVP

Minimum In-Service Volume Requirements

Volume

Commitment Level	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
2,500-7,499	1,000	2,000	2,500
7,500-12,499	3,000	6,000	7,500
12,500 and Over	4,500	9,000	12,500

Five Year TVP

Minimum In-Service Volume Requirements

Volume

Commitment Level	Year 1	Year 2	Year 3	Year 4	Year 5
25,000-74,999	4,000	8,000	15,000	20,000	25,000
75,000-149,999	12,500	25,000	45,000	65,000	75,000
150,000-299,999	25,000	50,000	95,000	130,000	150,000
300,000-674,999	50,000	100,000	190,000	255,000	300,000
675,000 and Over	100,000	250,000	400,000	525,000	675,000

If any of the TVP volume commitment levels are not met, shortfall charges, as set forth under Section D. 8 will apply.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 DSL Solutions I (Continued)

Issued: October 11, 2002

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

2. TVP Plan Enrollment

Customer must specify, in writing or issue a Service Request (SR), the specific term and volume commitment of the TVP.

3. TVP Rate Application - End of TVP Term

Upon expiration of a TVP term, Customer may choose a new TVP term, convert to month to month, terminate the service or continue with the rates, charges, terms and conditions, and volume commitment level in effect at the end of the expiring TVP on a year-to-year basis. The month to month rates will be those rates that are in effect at the time of conversion.

A change order is required to choose a new TVP term, convert to month to month or to terminate the service. If Customer does not submit a change order for one of these options by the end of the TVP term, the ADSL Service will continue in effect for a one year renewal term at the rates based on the last year of the TVP term, with reassignment to a lower volume commitment level as provided under the annual review, below, if applicable. The service will thereafter continue for successive one year renewal terms until terminated by either Customer or Company by written notice, or changed by Customer through a change order submitted by Customer, that is provided no later than 30 days prior to the end of the then-current renewal term. All terms and conditions, including shortfall charges and the minimum in-service commitment will apply to the new TVP renewal term.

Conversion of existing TVP Service to a different TVP term will be allowed without application of any nonrecurring charges.

Notwithstanding the expiration of the term of a TVP, Company will continue to provide ADSL Service to Customer for an end-user whose service arrangement commenced during the final year of a TVP for the remainder of one full year of service at the monthly rates in effect at the end of the expiring TVP. The provisions of the Tariff (except for shortfall charges set out in Section D. 8 and termination liability set out in Section D. 11) continue to apply, and Customer remains responsible for payment of charges applicable to this continued service.

(Issued under Transmittal No. 26)

PO Box 4065, Monroe, LA 71211

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

4. Changes in Length of TVP Term

Customer may elect to convert to a new TVP term subject to the following conditions:

- Credit will not be given toward the new payment term for payments made under the original TVP arrangement.
- NRCs will not be reapplied for existing service(s).
- If the new TVP term is shorter in length than the time remaining under the existing TVP, the change to the new TVP term constitutes a discontinuance of the existing TVP Service and termination liability charges apply.

Rate Changes

Customer may terminate the TVP without penalty or liability should the rates increase during the term of the existing TVP.

6. Periodic Review

Each Customer's TVP will be reviewed annually. Customer will be notified within 60 days following the end of each year within the TVP as to the status of the TVP if the in-service quantity of ADSL Services falls below the volume commitment level. An allowance of up to three percent will be considered as still having met the volume commitment level for the one and three year TVP terms. Under the five year TVP, an allowance of five percent will be considered as having met the volume commitment level. This five percent allowance may be subject to upward adjustment under Section D. 12. Where Customer has less than the volume commitment level for a specified discount, shortfall charges apply as set forth in Section D. 8.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

6. Periodic Review (Continued)

If the total number of ADSL Services in service qualifies Customer for a different TVP rate, Customer will have the option of increasing the volume commitment level either in its existing term or change to a longer TVP term.

During the annual review, Customers who fall below the minimum volume commitment in any year of the term will be reassigned to the lower TVP volume commitment level corresponding to the volume achieved. This reassignment will be made within 30 days following the end of the applicable year, unless Customer elects to increase or decrease their volume commitment level.

In addition to the annual review, Company, at Customer's request, will meet with Customer to review issues affecting the provision of ADSL Service, Customer forecasts for the purchase of service, and deployment plans.

7. TVP Conditions

After enrolling in a TVP, Customer may delete or add ADSL Services at the specified volume commitment level rate at any time during the plan. For example, if Customer subscribes to a three year TVP at the 2,500 - 7,499 ADSL Service volume commitment level, ADSL Services may be added at any time at the rate for the three year 2,500 - 7,499 volume commitment level. However, if the volume falls below the minimum volume commitment level requirements at the end of a year, shortfall charges will apply as set forth below.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

- 5.7.6 Rate Regulations (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 8. Shortfall Charges for Failing to Meet Commitment

Shortfall charges apply to any TVP Customer that fails to meet the minimum volume commitment for its designated volume commitment level by the end of the year. The shortfall charge is based on the difference between the monthly rate of the TVP for Customer's designated volume commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service ADSL Services at the annual review multiplied by the number of ADSL Services that are in-service at the end of each month during the year. The shortfall charge is equal to the difference in the monthly rate multiplied by the sum of all ADSL Services in-service at the end of each month during the year. For example, at the end of year two, a five year TVP Customer with a minimum volume commitment of 300,000 and only 50,000 ADSL Services in-service will be assessed the difference in the monthly rate between volume commitment level 150,000 - 299,999 and 300,000 - 674,999 for each ADSL Service in-service at the end of each month during the year.

For the five year TVP, Customers who elect to increase their volume commitment level from one plan level to another at the end of a TVP year, after being subject to a shortfall charge for the previous term year, but fail to achieve the minimum volume commitment level in the following year, will be charged an additional 10% of the calculated shortfall charge for such following year.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

- 5.7.6 Rate Regulations (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 9. Six Month Minimum in Service for Five Year TVP

This section establishes additional provisions applicable to individual ADSL Service arrangements under the five-year TVP.

Customers who subscribe to the five year TVP are also subject to a six month Minimum In Service Commitment (MIC) for each ADSL Service arrangement, and will be assessed an early termination charge for each ADSL Service arrangement that is terminated prior to the completion of six months of service. The initial charge is \$96. The \$96 charge will be reduced by \$16 for each month of completed service.

If Company does not install and activate the service, there will be no charges of any kind to Customer. If the end-user terminates service within the first 30 days due to ADSL Service related problems documented by three or more trouble reports made by Customer to Company for trouble of any nature or duration that is determined to be in the ADSL Service, Company shall not charge Customer any of the rates and charges that would be applicable to the installation, activation or provision of ADSL Service for that ADSL Service arrangement, including, without limitation, the \$96 early termination charge or any nonrecurring charge or monthly charge. Any nonrecurring or monthly charge that was billed for that ADSL Service arrangement will be credited to Customer.

10. Adjustments to Minimum Volume Commitment for Five Year TVP

The volume commitment level for the five year TVP will be reduced for any year for which Company fails to loop qualify at least 95% of the following number of lines to end-users' premises by the beginning of the respective year: year one, four million; year two, five million; year three, six million; year four, seven million; and year five, eight million. The number of loop qualified lines is determined on an aggregate basis for all of the areas served by Company as defined in Section 5.7.7. The reduction in the volume commitment level for any year is proportionate to the shortfall in loop qualified lines existing at the beginning of the respective year. For example, if at the beginning of year two, Company has only four million loop qualified lines for ADSL Service, instead of the specified five million, the volume commitment level specified for year two in Section D. 1 would be reduced by 20%.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.6 Rate Regulations (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 10. Adjustments to Minimum Volume Commitment for Five Year TVP (Continued)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not complete at least 95% of the orders submitted by Customer for lines that Company has confirmed to Customer as being loop qualified. The reduction in volume commitment level will be the same percentage as Company's shortfall in its completion of orders for lines that Company has confirmed to Customer as being loop qualified. For example, if at the end of a year of the five year TVP, 20% of the orders submitted by Customer for CDLs that were identified to Customer as being loop qualified are not actually loop qualified when Company processes the order for the ADSL Service, Customer's volume commitment levels for that year will be reduced by 20%.

Loop qualified means in the case of a CDL, that the serving wire center for such CDL is equipped to provide ADSL Service, and the facilities from the serving wire center to the CDL are confirmed by Company as being capable of receiving an ADSL Service arrangement. Completion means that the ADSL Service is satisfactorily installed to the network interface device at the CDL.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.6 <u>Rate Regulations</u> (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 10. Adjustments to Minimum Volume Commitment for Five Year TVP (Continued)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not clear trouble reports for interruptions in the ADSL Service in an average of less than nine hours from the time Customer makes a trouble report to Company. Clearing a trouble report means that the cause of the problem is either determined to be due to a problem outside of the ADSL Service provided under this Tariff, or, if within the ADSL Service, is resolved and service is restored. The average time to repair will be determined on a Customer-specific basis. The average will be determined for the applicable year of Customer's TVP. The minimum volume commitment level will be reduced in accordance with the following table:

	Reduction in Volume
Average Hours to Repair	Commitment Level
Between 9 and 10	1%
Between 10 and 11	2%
Between 11 and 12	3%
Between 12 and 13	4%
Between 13 and 14	5%
Between 14 and Longer	6%

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

11. Termination Liability

This section applies when Customer terminates its subscription to a TVP prior to the end of the TVP term. This section is not applicable for terminations of individual ADSL Service arrangements.

When a TVP service is discontinued prior to the end of the commitment term, termination liability charges will apply, as set forth below, based on the remainder of the TVP term in effect at the time of disconnect.

One Year TVP - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first year's recurring charges.

<u>Three Year TVP</u> - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first, second and third year's recurring charges.

<u>Five Year TVP</u> - For termination of a five year TVP, the customer must provide Company with 90 days advance written notice of such early termination.

The termination liability for a five year TVP will be the lesser of the charges determined by the following calculations:

- The difference between what would have been charged had Customer had the month to month rate for each line in-service at the end of each month Customer subscribed to the TVP, less all payments made and owed, including any shortfall charges and MIC payments; or,
- One-half of the total monthly charges for the remainder of the five year commitment term calculated for each remaining year at the minimum ADSL Service arrangement quantity, as set forth in Section D. 1, as adjusted pursuant to Section D. 10, for Customer's selected volume commitment level in effect on the date Customer terminated its subscription.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

12. Changes in Regulation

If the FCC issues a ruling or rulings that have a net material adverse effect on the ability of either Company or Customer to benefit from the TVPs described in this Tariff, the entity that is adversely affected may, by written notice given within 90 days of the effective date of the FCC decision, terminate, as applicable, the provision of, or subscription to, the TVP. If either Company or Customer so terminates the TVP, Company shall continue to provide ADSL Service arrangements than in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination, at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges (as set out in Section D. 8, preceding) for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in Section D. 9, or for the termination liability set out in Section D. 11.

13. Termination for Failure to Perform Obligations

If Company materially breaches its obligations under a TVP as set out in this Tariff, Customer may provide Company written notice of the breach, and may, upon second written notice, terminate its subscription to the TVP if Company fails to cure the breach within 30 days of the first notice. If Customer terminates its subscription to a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in Section D. 9, or for the termination liability set out in Section D. 11.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.6 Rate Regulations (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 13. Termination for Failure to Perform Obligations (Continued)

If Customer materially breaches its obligations under a TVP as set out in this Tariff, Company may provide Customer written notice of the breach, and may, upon second written notice, terminate its provision of services under the TVP if Customer fails to cure the breach within 30 days of the first If Company terminates its provision of services under a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the shorter of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect; Customer shall be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, prorated based on the actual duration of the year of the TVP; and Customer shall be subject to the minimum in-service commitment set out in Section D. 9 for ADSL Service arrangements that Customer terminates prior to the first full year of service.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.6 Rate Regulations (Continued)

- D. Term and Volume Plan (TVP) (Continued)
 - 14. Existing Term and Volume Plan Conversions

Existing DSL Solutions I TVP arrangements covered in this section may be converted to new CenturyTel Infospeed DSL Solutions VTDP arrangements without the assessment of termination liability beginning June 7, 2001 and ending August 7, 2001. The conversion of the existing arrangements will include the following conditions:

- An existing DSL Solutions I TVP arrangement may only be converted to a new CenturyTel Infospeed DSL Solutions VTDP of the same plan period or a longer plan period. (i.e. 5-year plan to 5year plan, 3-year plan to 5-year plan)
- 2. All of the existing DSL Solutions I service arrangements will be converted to the new CenturyTel Infospeed DSL Solutions VTDP rates associated with the selected term and volume commitment.
- 3. All of the converted service arrangements that remain in-service will count towards the volume commitment level for the CenturyTel Infospeed DSL Solutions VTDP plan selected.
- 4. The new CenturyTel Infospeed DSL Solutions VTDP will have the same service anniversary date as the existing DSL Solutions I TVP.
- Any accrued Shortfall Charges associated with the existing DSL Solutions I TVP will be waived; however, Customer will be responsible for any Shortfall Liability under CenturyTel Infospeed DSL Solutions VTDP.
- 6. Any accrued Minimum In Service Commitment associated with the existing DSL Solutions I TVP will be waived.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 DSL Solutions I (Continued)

5.7.7 Wire Centers

<u>State</u>	Wire Center Name	<u>State</u>	Wire Center Name
AL	Andalusia		
AL	Columbia		
AL	Dothan Main		
AL	Enterprise		
AL	Headland		
AL	Midland City		
AL	Slocomb		
AL	Wicksburg		

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 DSL Solutions I (Continued)

5.7.7 <u>Wire Centers</u> (Continued)

<u>State</u>	Wire Center Name	<u>State</u>	Wire Center Name
MO	Branson		
MO	Columbia Bellview		
MO	Columbia East		
MO	Columbia Gateway S		
MO	Columbia Ice Chalet		
MO	Columbia Limerick		
MO	Columbia Main		
MO	Columbia Main Boone		
MO	Columbia Main Highland		
MO	Columbia Main Rockbridge		
MO	Columbia Meadow Lake		
MO	Columbia Midway		
MO	Columbia Mill Creek		
MO	Columbia Oakland		
MO	Columbia Sunrise		
MO	Columbia West		
MO	Dardenne		
MO	O'Fallon		
MO	O'Fallon Belleau Mx		
MO	St. Peters		
MO	Twin Chimmeys		
MO	Wentzville		

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.7 <u>DSL Solutions I</u> (Continued)

5.7.8 Rates

These rate elements are no longer available to new Customers. In addition, these rate elements may not be added to an existing Customer's plan.

A. Service Modifications

	Service Rearrangements, each Nonrecurring Charge	Software Changes, each Nonrecurring Charge
Alabama	\$35.00	\$6.00
Missouri	35.00	6.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - B. Standard Arrangements

			_	Monthly Ra	te		
	Nonrecurring <u>Charge</u>	<u>Bronze</u>	Bronze <u>Plus</u>	<u>Silver</u>	Gold	Platinum	Platinum <u>Plus</u>
Alabama Missouri	\$60.00 60.00	\$40.00 40.00	\$40.00 40.00	\$60.00 60.00	\$80.00 80.00	\$120.00 120.00	\$250.00 250.00

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 DSL Solutions I (Continued)
 - 5.7.8 Rates (Continued)
 - Term and Volume Plan (TVP)
 - 1. **Bronze**

One Year Term (256 Kbps Down/64 Kbps Up)

Monthly R	late
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	Monthly Rate					
	Nonrecurring <u>Charge</u>	1 - 499*	<u>500 - 1,500</u>	Over 1,500		
Alabama Missouri	\$60.00 60.00	\$35.00 35.00	\$34.00 34.00	\$33.00 33.00		
MISSOUII	00.00	33.00	34.00	33.00		

Available as a retail offering.

Issued: October 11, 2002

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 1. Bronze (Continued)

Three Year Term (256 Kbps Down/64 Kbps Up)

	Nonrogurring	Month		
	Nonrecurring <u>Charge</u>	<u>1 - 499*</u>	<u>500 - 1,500</u>	Over 1,500
Alabama Missouri	\$60.00 60.00	\$32.00 32.00	\$31.00 31.00	\$30.00 30.00

Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 2. Bronze Plus

One Year Term (768 Kbps Down/128 Kbps Up)

	NI	Monthly Rate	
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Alabama	\$60.00	\$32.50	\$32.25
Missouri	60.00	32.50	32.25

* Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 2. Bronze Plus (Continued)

Three Year Term (768 Kbps Down/128 Kbps Up)

	Nonrecurring	Monthly Rate					
	<u>Charge</u>	<u> 2,500 - 7,499</u>	<u> 7,500 - 12,499</u>	12,500 and Over			
Alabama	\$60.00	\$32.00	\$31.75	\$31.50			
Missouri	60.00	32.00	31.75	31.50			

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 55.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 2. Bronze Plus (Continued)

Five Year Term (768 Kbps Down/128 Kbps Up)

	Monthly Rate					
	Nonrecurring	25,000	75,000	150,000 299,999	300,000	675,000
	<u>Charge</u>	<u>74,999</u>	<u>149,000</u>	<u>299,999</u>	074,999	and Over
Alabama	\$60.00	\$31.00	\$30.25	\$29.25	\$27.50	\$25.00
Missouri	60.00	31.00	30.25	29.25	27.50	25.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 3. Silver

One Year Term (384 Kbps Down/384 Kbps Up)

	Nonrogurring	Monthly Rate	
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Alabama	\$60.00	\$53.00	\$51.00
Missouri	60.00	53.00	51.00

* Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 3. Silver (Continued)

Three Year Term (384 Kbps Down/384 Kbps Up)

	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	Monthly Rate 2,500 - <u>7,499</u>	7,500 - 12,499	12,500 <u>and Over</u>	
Alabama	\$60.00	\$47.00	\$45.00	\$44.50	\$44.00	
Missouri	60.00	47.00	45.00	44.50	44.00	

Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 3. Silver (Continued)

Five Year Term (384 Kbps Down/384 Kbps Up)

	9 -,,,					675,000 and Over
Alabama	\$60.00	\$43.00	\$41.80	\$41.00	\$39.00	\$37.00
Missouri	60.00	43.00	41.80	41.00	39.00	37.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 4. Gold

One Year Term (768 Kbps Down/768 Kbps Up)

	Nonroquering	Monthly Rate	
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Alabama	\$60.00	\$68.00	\$65.00
Missouri	60.00	68.00	65.00

* Available as a retail offering.

Issued: October 11, 2002

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 4. Gold (Continued)

Three Year Term (768 Kbps Down/768 Kbps Up)

	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	Monthly Rate 2,500 - <u>7,499</u>	e 7,500 - <u>12,499</u>	12,500 and Over
Alabama	\$60.00	\$61.00	\$59.00	\$58.50	\$57.75
Missouri	60.00	61.00	59.00	58.50	57.75

^{*} Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 4. Gold (Continued)

Five Year Term (768 Kbps Down/768 Kbps Up)

		Monthly Rate				
	Nonrecurring	25,000	75,000	150,000	300,000	675,000
	<u>Charge</u>	<u>74,999</u>	<u>149,000</u>	299,999	<u>674,999</u>	and Over
Alabama	\$60.00	\$56.75	\$55.40	\$54.50	\$52.25	\$50.00
Missouri	60.00	56.75	55.40	54.50	52.25	50.00

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 DSL Solutions I (Continued)
 - 5.7.8 Rates (Continued)
 - Term and Volume Plan (TVP) (Continued)
 - 5. Platinum

One Year Term (1.5 Mbps Down/768 Kbps Up)

	Name a comina	Monthly Rate	
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Alabama	\$60.00	\$95.00	\$90.00
Missouri	60.00	95.00	90.00

Issued: October 11, 2002

^{*} Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 5. Platinum (Continued)

Three Year Term (1.5 Mbps Down/768 Kbps Up)

	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	Monthly Rat 2,500 - <u>7,499</u>	e 7,500 - <u>12,499</u>	12,500 and Over
Alabama	\$60.00	\$80.00	\$75.00	\$74.00	\$73.25
Missouri	60.00	80.00	75.00	74.00	73.25

^{*} Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 5. Platinum (Continued)

Five Year Term (1.5 Mbps Down/768 Kbps Up)

				Monthly R	ate	
	Nonrecurring	25,000	75,000	150,000	300,000	675,000
	Charge	74.999	149.000	299.999	674.999	and Over
	<u>onarge</u>	14,000	140,000	200,000	014,000	and Over
Alabama	\$60.00	\$71.75	\$69.80	\$68.50	\$65.25	\$62.00
Missouri	60.00	71.75	69.80	68.50	65.25	62.00

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 5.7 DSL Solutions I (Continued)
 - 5.7.8 Rates (Continued)
 - Term and Volume Plan (TVP) (Continued)
 - 6. Platinum Plus

One Year Term (1.5 Mbps Down/768 Kbps Up)

	Nonrecurring	Monthly Rate	
	<u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Alabama Missouri	\$60.00 60.00	\$215.00 215.00	\$205.00 205.00

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^{*} Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 6. Platinum Plus (Continued)

Three Year Term (1.5 Mbps Down/768 Kbps Up)

	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	Monthly Rate 2,500 - <u>7,499</u>	7,500 - <u>12,499</u>	12,500 and Over
Alabama	\$60.00	\$194.00	\$186.00	\$184.00	\$182.75
Missouri	60.00	194.00	186.00	184.00	182.75

^{*} Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.7 <u>DSL Solutions I</u> (Continued)
 - 5.7.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 6. Platinum Plus (Continued)

Five Year Term (1.5 Mbps Down/768 Kbps Up)

				Monthly Rat	e	
	Nonrecurring	25,000	75,000	150,000	300,000	675,000
	<u>Charge</u>	<u>74,999</u>	<u>149,000</u>	<u>299,999</u>	<u>674,999</u>	<u>and Over</u>
Alabama Missouri	\$60.00 60.00	\$179.50 179.50	\$175.60 175.60	\$173.00 173.00	\$166.50 166.50	\$160.00 160.00

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II

This service is no longer available to new Customers. In addition, services may not be added to an existing Customer's plan.

This service is offered in Missouri.

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line Services (DSL) Solutions. DSL Solutions provide high-speed connections services over available facilities. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.

5.8.1 Service Description

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 256 Kbps Down/64 Kbps Up, 384 Kbps Down/384 Kbps Up, 768 Kbps Down/128 Kbps Up, 768 Kbps Down/768 Kbps Up, 1.5 Mbps Down/768 Kbps Up and for multi-user applications, 1.5 Mbps Down/768 Kbps Up. The "up" speeds represent "transmission speeds in kilobits", from Customer Designated Location (CDL) to Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobits and megabits", from Company's ADSL connection point to the CDL. Company will set the transmission speeds to the speed levels for the service package selected by Customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds. Depending on this distance, actual speeds set may be less than the transmission speeds set by Company. The connection point is the aggregation point designated by Company for connecting multiple Company serving wire centers of ADSL terminations to other Company provided network interface services. Other Company provided network interface services may include, but are not limited to, Frame Relay Service (FRS) and Asynchronous Transfer Mode (ATM).

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II

5.8.2 <u>Service Provisioning</u>

ADSL Service is provisioned over available facilities and transported to Company's backbone network. ADSL Service provides a connection from the CDL to the ADSL connection point.

Access from Company's ADSL connection point will be provided via FRS or ATM Network Service, where facilities permit. The FRS must be of sufficient bandwidth to support the maximum speed of the ADSL Service being provided. Frame Relay and ATM Services are available. Customer may use their existing interstate Frame Relay or ATM Network Services, or may submit an order to establish new facilities. A minimum connection speed of DS-3 or higher is required for ATM Services. If Customer utilizes Frame Relay or ATM Services, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the ADSL Service rate element.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.2 <u>Service Provisioning</u> (Continued)

Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of available facilities to provide the service. Company will not provision this service on facilities which are not suitable for ADSL.

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for transporting customer-originated data.

A listing of the host wire centers capable of providing ADSL Service is furnished in Section 5.8.7 of this Tariff. ADSL will be provided subject to the availability and limitations where technical capabilities permit. Downstream data rates depend on a number of factors, including, but not limited to the distance from the CDL to the serving wire center and the type of available facilitates.

5.8.3 Responsibility of Company

Company will provision and maintain ADSL Service for Customer up to the Network Interface Device (NID).

Company will advise Customer of the equipment necessary to support ADSL Service.

5.8.4 Rights of Company

Company will not provision ADSL Service if Company reasonably determines that it is not technically feasible over available facilities or it will cause interference problems with existing services.

During Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.5 Responsibility of Customer

Customer is responsible for providing compatible Customer Provided Equipment (CPE) that is used for connection to ADSL Service.

Customer is responsible for providing Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

Customer ordering ADSL Service on behalf of its subscriber(s) must obtain a Letter of Authorization.

Customer will be responsible for obtaining permission from its subscriber(s) for Company's agents or employees to enter CDLs at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of Company.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations

A. General

ADSL Service arrangements are available as month to month or one, three or five year Term and Volume Plans (TVP). The regulations applicable to ADSL Service provided under TVP arrangements are specified under Section D. A Non-Recurring Charge (NRC) for the installation of ADSL Service and a monthly rate are applicable for all ADSL Service arrangements. These charges cover installation and activation of the service (installation and activation includes the following functions, if applicable: order entry check, line qualification, firm order commitment notification, work scheduling, loop conditioning if required, wire center cross connection, permanent virtual circuit creation and mapping, replacement of existing network interface device at the CDL with a new device including splitter if required, circuit turn-up and test, and completion notification to Customer, and all other similar activities if the installation and activation process changes) and the provision of the service.

ADSL Service is available in six service level packages, and is based on the "downstream and upstream" speeds chosen by Customer. The service levels are Bronze, Bronze Plus, Silver, Gold, Platinum and Platinum Plus. The Platinum Plus is available for multi-user applications. Customer may have multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
ADSL Bronze	256 Kbps	64 Kbps
ADSL Bronze Plus	768 Kbps	128 Kbps
ADSL Silver	384 Kbps	384 Kbps
ADSL Gold	768 Kbps	768 Kbps
ADSL Platinum	1.5 Mbps	768 Kbps
ADSL Platinum Plus	1.5 Mbps	768 Kbps

Data speeds listed above are peak speeds. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.6 Rate Regulations (Continued)

A. General (Continued)

ADSL Service is available through both wholesale and retail service offerings. ADSL Service is available as a retail offering under the month to month offering and the following TVP term and volume levels:

ADSL Bronze One Year, 1 - 499 units

Three Years, 1 - 499 units

ADSL Bronze Plus One Year, 1 - 1500 units

ADSL Silver One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Gold One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Platinum One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Platinum Plus One Year, 1 - 1500 units

Three Years, 1 - 2499 units

ADSL Service is not available as a retail offering in term and volume levels that exceed the aforementioned bands.

Company will provide sales, customer service, billing services and trouble and repair service directly to end users who purchase ADSL Service on a retail basis.

Customers who purchase ADSL Service as a wholesale service and include ADSL Service in offerings to their end users, are responsible for: the terms of any pricing plans offered by Customer to end users, end user ordering, CPE, billing and collection, and customer service for all aspects of the service. Customer is also responsible for managing end user trouble reports and will not direct its end users to contact Company.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

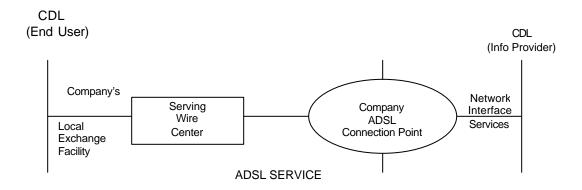
5.8.6 Rate Regulations (Continued)

B. Rate Application

With the exception of the Bronze package, the one-year TVP has two volume levels: 1 - 1,500 and Over 1500. With the exception of the Bronze package, the three-year TVP has four volume levels: 1 - 2,499; 2,500 - 7,499; 7,500 - 12,499; and 12,500 and Over. The Bronze package is available under both the one year and the three year TVP in three volume levels: 1 - 499; 500 - 1,500; and Over 1,500. The five-year TVP has five volume levels: 25,000 - 74,999; 75,000 - 149,999; 150,000 - 299,999; 300,000 - 674,999; and 675,000 and Over.

Within each of the TVP terms (one, three or five year), the services purchased by Customer under any ADSL Service level package available under the applicable TVP term (i.e., Bronze, Gold, etc.) will be combined to determine whether Customer selected volume commitment level has been met. ADSL Service purchased under different TVP terms will not be combined to determine whether the volume commitment level has been met.

The following diagram depicts a typical ADSL configuration:



(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

C. Service Rearrangements and Software Changes

A service rearrangement charge is applicable for services (bandwidth) downgrades, i.e. Silver to Bronze and for changing to a different Information Provider, i.e., Internet Service Provider (ISP). The charge is also applicable when the service level is changed from Bronze to Bronze Plus. Customer may request multiple service rearrangements within one wire center on one order. A separate order is required for rearrangements on a per wire center basis. The service rearrangement charge applies on a per service rearrangement basis.

Customer may order bandwidth level changes subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The service will be provided at the same Customer location as the discontinued service.
- The monthly rates for the new service(s) and/or service elements will be those in effect at the time of the service change.

A NRC applies for software changes such as remapping Frame Relay or ATM PVCs and other software changes associated with ADSL Services. This charge applies on a per software change basis.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP)

1. Description

The terms and conditions specified herein are applicable to ADSL Service and are in addition to other regulations as specified in this Tariff.

ADSL Service is available under TVPs on a wholesale basis to Customers for incorporation in service offerings made by such Customers to their endusers, and is priced on such basis. Customers who purchase ADSL Service under a TVP and include ADSL Service in their offerings to endusers, are responsible for the terms of any pricing plans offered by Customer to end-users, end-user ordering, providing CPE, billing and collecting from end-users, and for communicating with end-users for all aspects of the service. Customer is responsible for managing end-user trouble reports and will not direct its end-users to contact Company.

Company will provide sales, communication, billing services, and trouble and repair service directly to end-users who purchase ADSL Service on a retail basis.

An ADSL TVP will allow Customers discounted access rates based upon the volume and term commitment. The minimum term commitment is one year. Rates will be based upon the TVP selected by Customer.

Term plans of one, three and five years are available to all Customers at applicable rates set forth in the Tariff regardless of when the subscription is made for an ADSL Service TVP.

The first year under a TVP begins on the date that the first ADSL Service arrangement is installed and activated by Company. The first year for Customer that subscribes to the 675,000 and over volume commitment level in the five year TVP will be 18 months long. All other years in the five year TVP shall be 12 months in duration. All years in the one year and three year TVP are 12 months in duration.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.6 <u>Rate Regulations</u> (Continued)

D. Term and Volume Plan (TVP) (Continued)

1. Description (Continued)

Company will calculate at the end of each year whether the volume commitment level has been met based on all of Customer's in-service ADSL Services in Company areas as specified in Section 5.7.7. The volume commitment levels for the one-year TVP must be in-service within one year from the date the first ADSL Service arrangement is installed and activated by Company. The three year and five year TVP terms have minimum volume commitment level requirements assigned for each year of the TVP as defined in the following tables:

Three Year TVP

Minimum In-Service Volume Requirements

Volume

Commitment Level	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
2,500-7,499	1,000	2,000	2,500
7,500-12,499	3,000	6,000	7,500
12,500 and Over	4,500	9,000	12,500

Five Year TVP

Minimum In-Service Volume Requirements

Volume

Commitment Level	Year 1	Year 2	Year 3	Year 4	Year 5
25,000-74,999	4,000	8,000	15,000	20,000	25,000
75,000-149,999	12,500	25,000	45,000	65,000	75,000
150,000-299,999	25,000	50,000	95,000	130,000	150,000
300,000-674,999	50,000	100,000	190,000	255,000	300,000
675,000 and Over	100,000	250,000	400,000	525,000	675,000

If any of the TVP volume commitment levels are not met, shortfall charges, as set forth under Section D. 8 will apply.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.6 <u>Rate Regulations</u> (Continued)

- D. Term and Volume Plan (TVP) (Continued)
 - 2. TVP Plan Enrollment

Customer must specify, in writing or issue a Service Request, the specific Term and Volume commitment of the TVP.

3. TVP Rate Application - End of TVP Term

Upon expiration of a TVP term, Customer may choose a new TVP term, convert to month to month, terminate the service or continue with the rates, charges, terms and conditions, and volume commitment level in effect at the end of the expiring TVP on a year-to-year basis. The month to month rates will be those rates that are in effect at the time of conversion.

A change order is required to choose a new TVP term, convert to month to month or to terminate the service. If Customer does not submit a change order for one of these options by the end of the TVP term, the ADSL Service will continue in effect for a one year renewal term at the rates based on the last year of the TVP term, with reassignment to a lower volume commitment level as provided under the annual review, below, if applicable. The service will thereafter continue for successive one year renewal terms until terminated by either Customer or Company by written notice, or changed by Customer through a change order submitted by Customer, that is provided no later than 30 days prior to the end of the then-current renewal term. All terms and conditions, including shortfall charges and the minimum in-service commitment will apply to the new TVP renewal term.

Conversion of existing TVP Service to a different TVP term will be allowed without application of any nonrecurring charges.

Notwithstanding the expiration of the term of a TVP, Company will continue to provide ADSL Service to Customer for an end-user whose service arrangement commenced during the final year of a TVP for the remainder of one full year of service at the monthly rates in effect at the end of the expiring TVP. The provisions of the Tariff (except for shortfall charges set out in Section D. 8 and termination liability set out in Section D. 11) continue to apply, and Customer remains responsible for payment of charges applicable to this continued service.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

4. Changes in Length of TVP Term

Customer may elect to convert to a new TVP term subject to the following conditions:

- Credit will not be given toward the new payment term for payments made under the original TVP arrangement.
- NRCs will not be reapplied for existing service(s).
- If the new TVP term is shorter in length than the time remaining under the existing TVP, the change to the new TVP term constitutes a discontinuance of the existing TVP Service and termination liability charges apply.

Rate Changes

Customer may terminate the TVP without penalty or liability should the rates increase during the term of the existing TVP.

6. Periodic Review

Each Customer's TVP will be reviewed annually. Customer will be notified within 60 days following the end of each year within the TVP as to the status of the TVP if the in-service quantity of ADSL Services falls below the volume commitment level. An allowance of up to three percent will be considered as still having met the volume commitment level for the one and three year TVP terms. Under the five year TVP, an allowance of five percent will be considered as having met the volume commitment level. This five percent allowance may be subject to upward adjustment under Section D. 12. Where Customer has less than the volume commitment level for a specified discount, shortfall charges apply as set forth in Section D. 8.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

6. Periodic Review (Continued)

If the total number of ADSL Services in service qualifies Customer for a different TVP rate, Customer will have the option of increasing the volume commitment level either in its existing term or change to a longer TVP term.

During the annual review, Customers who fall below the minimum volume commitment in any year of the term will be reassigned to the lower TVP volume commitment level corresponding to the volume achieved. This reassignment will be made within 30 days following the end of the applicable year, unless Customer elects to increase or decrease their volume commitment level.

In addition to the annual review, Company, at Customer's request, will meet with Customer to review issues affecting the provision of ADSL Service, Customer forecasts for the purchase of service, and deployment plans.

7. TVP Conditions

After enrolling in a TVP, Customer may delete or add ADSL Services at the specified volume commitment level rate at any time during the plan. For example, if Customer subscribes to a three year TVP at the 2,500 - 7,499 ADSL Service volume commitment level, ADSL Services may be added at any time at the rate for the three year 2,500 - 7,499 volume commitment level. However, if the volume falls below the minimum volume commitment level requirements at the end of a year, shortfall charges will apply as set forth below.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.8 <u>DSL Solutions II</u> (Continued)
 - 5.8.6 <u>Rate Regulations</u> (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 8. Shortfall Charges for Failing to Meet Commitment

Shortfall charges apply to any TVP Customer that fails to meet the minimum volume commitment for its designated volume commitment level by the end of the year. The shortfall charge is based on the difference between the monthly rate of the TVP for Customer's designated volume commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service ADSL Services at the annual review multiplied by the number of ADSL Services that are in-service at the end of each month during the year. The shortfall charge is equal to the difference in the monthly rate multiplied by the sum of all ADSL Services in-service at the end of each month during the year. For example, at the end of year two, a five year TVP Customer with a minimum volume commitment of 300,000 and only 50,000 ADSL Services in-service will be assessed the difference in the monthly rate between volume commitment level 150,000 - 299,999 and 300,000 - 674,999 for each ADSL Service in-service at the end of each month during the year.

For the five year TVP, Customers who elect to increase their volume commitment level from one plan level to another at the end of a TVP year, after being subject to a shortfall charge for the previous term year, but fail to achieve the minimum volume commitment level in the following year, will be charged an additional 10% of the calculated shortfall charge for such following year.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.6 <u>Rate Regulations</u> (Continued)

- D. Term and Volume Plan (TVP) (Continued)
 - 9. Six Month Minimum in Service for Five Year TVP

This section establishes additional provisions applicable to individual ADSL Service arrangements under the five-year TVP.

Customers who subscribe to the five year TVP are also subject to a six month Minimum In Service Commitment (MIC) for each ADSL Service arrangement, and will be assessed an early termination charge for each ADSL Service arrangement that is terminated prior to the completion of six months of service. The initial charge is \$96. The \$96 charge will be reduced by \$16 for each month of completed service.

If Company does not install and activate the service, there will be no charges of any kind to Customer. If the end-user terminates service within the first 30 days due to ADSL Service related problems documented by three or more trouble reports made by Customer to Company for trouble of any nature or duration that is determined to be in the ADSL Service, Company shall not charge Customer any of the rates and charges that would be applicable to the installation, activation or provision of ADSL Service for that ADSL Service arrangement, including, without limitation, the \$96 early termination charge or any NRC or monthly charge. Any nonrecurring or monthly charge that was billed for that ADSL Service arrangement will be credited to Customer.

10. Adjustments to Minimum Volume Commitment for Five Year TVP

The volume commitment level for the five year TVP will be reduced for any year for which Company fails to loop qualify at least 95% of the following number of lines to end-users' premises by the beginning of the respective year: year one, four million; year two, five million; year three, six million; year four, seven million; and year five, eight million. The number of loop qualified lines is determined on an aggregate basis for all of the areas served by Company as defined in Section 5.7.7. The reduction in the volume commitment level for any year is proportionate to the shortfall in loop qualified lines existing at the beginning of the respective year. For example, if at the beginning of year two, Company has only four million loop qualified lines for ADSL Service, instead of the specified five million, the volume commitment level specified for year two in Section D. 1 would be reduced by 20%.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.8 <u>DSL Solutions II</u> (Continued)
 - 5.8.6 <u>Rate Regulations</u> (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 10. Adjustments to Minimum Volume Commitment for Five Year TVP (Continued)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not complete at least 95% of the orders submitted by Customer for lines that Company has confirmed to Customer as being loop qualified. The reduction in volume commitment level will be the same percentage as Company's shortfall in its completion of orders for lines that Company has confirmed to Customer as being loop qualified.

For example, if at the end of a year of the five year TVP, 20% of the orders submitted by Customer for CDLs that were identified to Customer as being loop qualified are not actually loop qualified when Company processes the order for the ADSL Service, Customer's volume commitment levels for that year will be reduced by 20%.

Loop qualified means in the case of a CDL, that the serving wire center for such CDL is equipped to provide ADSL Service, and the facilities from the serving wire center to the CDL are confirmed by Company as being capable of receiving an ADSL Service arrangement. Completion means that the ADSL Service is satisfactorily installed to the network interface device at the CDL.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.8 <u>DSL Solutions II</u> (Continued)
 - 5.8.6 Rate Regulations (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 10. Adjustments to Minimum Volume Commitment for Five Year TVP (Continued)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not clear trouble reports for interruptions in the ADSL Service in an average of less than nine hours from the time Customer makes a trouble report to Company. Clearing a trouble report means that the cause of the problem is either determined to be due to a problem outside of the ADSL Service provided under this Tariff, or, if within the ADSL Service, is resolved and service is restored. The average time to repair will be determined on a Customer-specific basis. The average will be determined for the applicable year of Customer's TVP. The minimum volume commitment level will be reduced in accordance with the following table:

	Reduction in Volume
Average Hours to Repair	Commitment Level
Between 9 and 10	1%
Between 10 and 11	2%
Between 11 and 12	3%
Between 12 and 13	4%
Between 13 and 14	5%
Between 14 and Longer	6%

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

11. Termination Liability

This section applies when Customer terminates its subscription to a TVP prior to the end of the TVP term. This section is not applicable for terminations of individual ADSL Service arrangements.

When a TVP Service is discontinued prior to the end of the commitment term, termination liability charges will apply, as set forth below, based on the remainder of the TVP term in effect at the time of disconnect.

One Year TVP - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first year's recurring charges.

<u>Three Year TVP</u> - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first, second and third year's recurring charges.

<u>Five Year TVP</u> - For termination of a five year TVP, Customer must provide Company with 90 days advance written notice of such early termination.

The termination liability for a five year TVP will be the lesser of the charges determined by the following calculations:

- The difference between what would have been charged had Customer had the month to month rate for each line in-service at the end of each month Customer subscribed to the TVP, less all payments made and owed, including any shortfall charges and MIC payments; or,
- One-half of the total monthly charges for the remainder of the five year commitment term calculated for each remaining year at the minimum ADSL Service arrangement quantity, as set forth in Section D. 1, as adjusted pursuant to Section D. 10, for Customer's selected volume commitment level in effect on the date Customer terminated its subscription.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

D. Term and Volume Plan (TVP) (Continued)

12. Changes in Regulation

If the FCC issues a ruling or rulings that have a net material adverse effect on the ability of either Company or Customer to benefit from the TVPs described in this Tariff, the entity that is adversely affected may, by written notice given within 90 days of the effective date of the FCC decision, terminate, as applicable, the provision of, or subscription to, the TVP. If either Company or Customer so terminates the TVP, Company shall continue to provide ADSL Service arrangements than in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination, at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges (as set out in Section D. 8, preceding) for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in Section D. 9, or for the termination liability set out in Section D. 11.

13. Termination for Failure to Perform Obligations

If Company materially breaches its obligations under a TVP as set out in this Tariff, Customer may provide Company written notice of the breach, and may, upon second written notice, terminate its subscription to the TVP if Company fails to cure the breach within 30 days of the first notice. If Customer terminates its subscription to a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in section D. 9, or for the termination liability set out in Section D. 11.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.8 <u>DSL Solutions II</u> (Continued)
 - 5.8.6 <u>Rate Regulations</u> (Continued)
 - D. Term and Volume Plan (TVP) (Continued)
 - 13. Termination for Failure to Perform Obligations (Continued)

If Customer materially breaches its obligations under a TVP as set out in this Tariff, Company may provide Customer written notice of the breach, and may, upon second written notice, terminate its provision of services under the TVP if Customer fails to cure the breach within 30 days of the first If Company terminates its provision of services under a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the shorter of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect; Customer shall be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, prorated based on the actual duration of the year of the TVP; and Customer shall be subject to the minimum in-service commitment set out in Section D. 9 for ADSL Service arrangements that Customer terminates prior to the first full year of service.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.6 Rate Regulations (Continued)

- D. Term and Volume Plan (TVP) (Continued)
 - 14. Existing Term and Volume Plan Conversions

Existing DSL Solutions II TVP arrangements covered in this section may be converted to new CenturyTel Infospeed DSL Solutions VTDP arrangements without the assessment of termination liability beginning June 7, 2001 and ending August 7, 2001. The conversion of the existing arrangements will include the following conditions:

- An existing DSL Solutions II TVP arrangement may only be converted to a new CenturyTel Infospeed DSL Solutions VTDP of the same plan period or a longer plan period, (i.e. 5-year plan to 5-year plan, 3-year plan to 5-year plan).
- 2. All of the existing DSL Solutions II service arrangements will be converted to the new CenturyTel Infospeed DSL Solutions VTDP rates associated with the selected term and volume commitment.
- All of the converted service arrangements that remain in-service will count towards the volume commitment level for the CenturyTel Infospeed DSL Solutions VTDP plan selected.
- 4. The new CenturyTel Infospeed DSL Solutions VTDP will have the same service anniversary date as the existing DSL Solutions II TVP.
- 5. Any accrued Shortfall Charges associated with the existing DSL Solutions II TVP will be waived; however, Customer will be responsible for any Shortfall Liability under CenturyTel Infospeed DSL Solutions VTDP.
- Any accrued Minimum In Service Commitment associated with the existing DSL Solutions II TVP will be waived.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 DSL Solutions II (Continued)

5.8.7 Wire Centers

<u>State</u> MO MO	Wire Center Name Branson Dardenne	<u>State</u>	Wire Center Name
MO	O'Fallon		
MO	O'Fallon Belleau		
MO	St. Peters		
MO	Twin Chimneys		
MO	Wentzville		

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.8 <u>Rates</u>

These rate elements are no longer available to new Customers. In addition, these rate elements may not be added to an existing Customer's plan.

A. Service Modifications

Missouri

Service Rearrangements, each	Software Changes, each		
Nonrecurring Charge	Nonrecurring Charge		
\$35.00	\$6.00		

B. Standard Arrangements*

	Monthly Rate						
	Nonrecurring		Bronze	•			Platinum
	<u>Charge</u>	<u>Bronze</u>	<u>Plus</u>	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>	<u>Plus</u>
Missouri	\$60.00	\$40.00	\$40.00	\$60.00	\$80.00	\$120.00	\$250.00

^{*} Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

55.8 <u>DSL Solutions II</u> (Continued)

- 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP)
 - 1. Bronze

One Year Term (256 Kbps Down/64 Kbps Up)

	Nonroquerina	Monthly Rate		
	Nonrecurring <u>Charge</u>	<u>1 - 499*</u>	<u>500 - 1,500</u>	Over 1,500
Missouri	\$60.00	\$35.00	\$34.00	\$33.00

Three Year Term (256 Kbps Down/64 Kbps Up)

	Nonrecurring <u>Charge</u>	Monthly Rate			
		<u>1 - 499*</u>	<u>500 - 1,500</u>	Over 1,500	
Missouri	\$60.00	\$32.00	\$31.00	\$30.00	

Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.8 Rates (Continued)

C. Term and Volume Plan (TVP) (Continued)

2. Bronze Plus

One Year Term (768 Kbps Down/128 Kbps Up)

Monthly Rate

Nonrecurring Charge

<u>1 - 1,500*</u>

\$32.50

Over 1,500

\$32.25

Missouri \$60.00

Three Year Term (768 Kbps Down/128 Kbps Up)

Monthly Rate

Nonrecurring

<u>Charge</u>

<u> 2,500 - 7,499</u>

<u>7,500 - 12,499</u>

12,500 and Over

Effective: October 26, 2002

Missouri \$60.00 \$32.00 \$31.75 \$31.50

Issued: October 11, 2002

^{*} Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

- 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 2. Bronze Plus (Continued)

Five Year Term (768 Kbps Down/128 Kbps Up)

		N	Monthly Rate)	
	Nonrecurring 25,000	75,000	150,000	300,000	675,000
	<u>Charge 74,999</u>	<u>149,000</u>	<u>299,999</u>	<u>674,999</u>	and Over
Missouri	\$60.00 \$31.00	\$30.25	\$29.25	\$27.50	\$25.00

3. Silver

One Year Term (384 Kbps Down/384 Kbps Up)

		Monthly Rate		
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500	
Missouri	\$60.00	\$53.00	\$51.00	

* Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

- 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 3. Silver (Continued)

Three Year Term (384 Kbps Down/384 Kbps Up)

			Monthly Ra	te	
	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	2,500 - <u>7,499</u>	7,500 - <u>12,499</u>	12,500 and Over
Missouri	\$60.00	\$47.00	\$45.00	\$44.50	\$44.00

Five Year Term (384 Kbps Down/384 Kbps Up)

				Monthly Rate	9	
	Nonrecurring	25,000 74,999	75,000 149.000	150,000 299,999	300,000 674.999	675,000 and Over
	<u>Charge</u>					
Missouri	\$60.00	\$43.00	\$41.80	\$41.00	\$39.00	\$37.00

^{*} Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.8 Rates (Continued)

C. Term and Volume Plan (TVP) (Continued)

4. Gold

One Year Term (768 Kbps Down/768 Kbps Up)

Monthly Rate

Nonrecurring Charge

<u>1 - 1,500*</u>

Over 1,500

Missouri

\$60.00

\$68.00

\$65.00

Three Year Term (768 Kbps Down/768 Kbps Up)

	Monthly Rate				
	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	2,500 - <u>7,499</u>	7,500 - <u>12,499</u>	12,500 <u>and Over</u>
Missouri	\$60.00	\$61.00	\$59.00	\$58.50	\$57.75

^{*} Available as a retail offering.

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

- 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 4. Gold (Continued)

Five Year Term (768 Kbps Down/768 Kbps Up)

				Monthly	Rate	
	Nonrecurring	25,000	75,000	150,000	300,000	675,000
	<u>Charge</u>	<u>74,999</u>	<u>149,000</u>	<u>299,999</u>	<u>674,999</u>	and Over
Missouri	\$60.00	\$56.75	\$55.40	\$54.50	\$52.25	\$50.00

5. Platinum

One Year Term (1.5 Mbps Down/768 Kbps Up)

	Nonroquering	Monthly Rate		
	Nonrecurring <u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500	
Missouri	\$60.00	\$95.00	\$90.00	

Available as a retail offering.

Issued: October 11, 2002

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

5.8.8 Rates (Continued)

- C. Term and Volume Plan (TVP) (Continued)
- 5. Platinum (Continued)

Three Year Term (1.5 Mbps Down/768 Kbps Up)

		Monthly Rate			
	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	2,500 - <u>7,499</u>	7,500 - 12,499	12,500 and Over
Missouri	\$60.00	\$80.00	\$75.00	\$74.00	\$73.25

Five Year Term (1.5 Mbps Down/768 Kbps Up)

				Monthly R		
	Nonrecurring <u>Charge</u>	25,000 <u>74,999</u>	75,000 <u>149,000</u>	150,0Ó0 <u>299,999</u>	300,000 <u>674,999</u>	675,000 <u>and Over</u>
Missouri	\$60.00	\$71.75	\$69.80	\$68.50	\$65.25	\$62.00

* Available as a retail offering.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.8 <u>DSL Solutions II</u> (Continued)

- 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 6. Platinum Plus

One Year Term (1.5 Mbps Down/768 Kbps Up)

	Nonrecurring	Month	ly Rate
	<u>Charge</u>	<u>1 - 1,500*</u>	Over 1,500
Missouri	\$60.00	\$215.00	\$205.00

Three Year Term (1.5 Mbps Down/768 Kbps Up)

		Monthly Rate					
	Nonrecurring <u>Charge</u>	1 - <u>2,499</u> *	2,500 - <u>7,499</u>	7,500 - <u>12,499</u>	12,500 <u>and Over</u>		
Missouri	\$60.00	\$194.00	\$186.00	\$184.00	\$182.75		

^{*} Available as a retail offering.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.8 <u>DSL Solutions II</u> (Continued)
 - 5.8.8 Rates (Continued)
 - C. Term and Volume Plan (TVP) (Continued)
 - 6. Platinum Plus (Continued)

Five Year Term (1.5 Mbps Down/768 Kbps Up)

				Monthly Rate		
	Nonrecurring	25,000	75,000	150,000	300,000	675,000
	<u>Charge</u>	<u>74,999</u>	<u>149,000</u>	<u>299,999</u>	<u>674,999</u>	and Over
Missouri	\$60.00	\$179.50	\$175.60	\$173.00	\$166.50	\$160.00

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III

Issued: October 11, 2002

This service is offered in the states of Alabama and Missouri.

5.9.1 Service Description

Frame Relay Service III (FRSIII) is a low to medium speed, connection oriented, statistically multiplexed packet switched service. FRSIII allows for the transfer of variable length frames (packets) across Permanent Virtual Circuits (PVCs), which are bi-directional, end-to-end logical channels that define a specific path for data transmission. PVCs are established and dis-established via the Service Order process.

There are three types of frame relay PVCs:

Permanent Virtual Circuit (PVC) - Intrazone

An intrazone PVC is a logical channel path between two Customer ports located within the same zone.

В. Permanent Virtual Circuit (PVC) - Interzone

> An interzone PVC is a logical channel path between two Customer ports located in different zones within a state.

Permanent Virtual Circuit (PVC) - Interworked

An interworked PVC is a logical channel path that traverses both a Frame Relay switch and an ATM switch.

Frame Relay zones are found in Section 5.9.6.

(This page filed under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.2 <u>Service Provisioning</u>

FRSIII is available to Customers through the following:

Frame Relay User-to-Network Interface (UNI) Port with Access Line Connection Frame Relay UNI Port Only Connection Frame Relay Network-to-Network (NNI) Port Only Connection Permanent Virtual Circuits (PVCs)

The UNI is a standard interface used to connect the end user to the FRSIII Network. It receives the data frame from Customer's Local Area Network (LAN) or other Customer Provided Equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination point. The DLCI is a Frame Relay term defining a 10-bit field of the address field, and identifies data links and their service parameters.

The NNI is a standard interface for connecting two Frame Relay switches and includes elements such as bi-directional polling to assist network providers with gaining information on the status of the networks being connected.

The Frame Relay access line consists of a 56/64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or 1.544 Mbps digital facility from Customer premise to the Frame Relay switch. 45 Mbps is not offered bundled with the Frame Relay Access Line. 45 Mbps is available on a UNI or NNI Port Only basis. The Frame Relay UNI and NNI Port Only offerings are provided for digital access line connections to the network supporting FRSIII. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by the carrier supplying the local access will also be the responsibility of Customer.

PVCs are the end-to-end logical channels defined in software tables that connect UNIs and NNIs in the Company Frame Relay network as requested by Customer. In order to establish a PVC, Committed Information Rate (CIR), Be (Burst Excess) and at least two DLCI's must be specified.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.2 <u>Service Provisioning</u> (Continued)

CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. No PVC can have a CIR greater bit rate than the lower of the two port speeds connected by the PVC segment.

Be is the maximum amount of additional data, measured in bits, that Company will attempt to handle, network conditions permitting. The maximum value for the Be will be the lower of the two port speeds connected by the PVC segment. For example, if Customer location A has a 56 Kbps port and Customer location B has a 45 Mbps port, the maximum allowable Be for the PVC linking these two locations is 56 Kbps.

The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative CIRs to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for any PVC will be available at a given time.

Customer subscribing to a Frame Relay Port or Port with Access Line will be referred to as the controller of the Frame Relay Port. A separate entity may subscribe, with written authorization from the controller, to a PVC which allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the controller may order the disconnect of the Frame Relay Access Service. Both Customers must have a FRSIII. The controller of each Frame Relay Access Service must have written permission from the controller(s) of each of the Frame Relay Services to which a PVC is requested.

The Frame Relay Port and/or PVCs may be ordered and billed separately from an associated Frame Relay Port and PVC, and can have different Customers as controllers.

Frame Relay to ATM PVC conversion is a FRSIII option which permits PVC paths to be established between Frame Relay subscribers and ATM users when interworking is available. Customers ordering an interworked PVC must designate that the termination of the PVC will occur on an ATM Service. In addition, Customer must designate the CIR of the PVC. A monthly recurring charge based upon the CIR of the PVC ordered will apply for each PVC interworked to an ATM Service in addition to the intrazone or interzone PVC CIR capacity charge.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.2 <u>Service Provisioning</u> (Continued)

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customeroriginated data.

FRSIII is available where facilities and conditions permit.

5.9.3 Obligation of Company

In addition to the general conditions described in Section 2:

- When Customer requests a path which is related to other Local Exchange Carriers (LECs), Interexchange Carriers (IXCs) or other Frame Relay networks, Company will provide assistance in establishing the associated PVC.
- Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay switch out of service, during the predetermined maintenance window. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt FRSIII at other times in emergency situations.

5.9.4 Obligations of Customer

In addition to the general conditions described in Section 2:

- It shall be the responsibility of Customer to ensure the continuing compatibility of CPE that is used in conjunction with the FRSIII. The CPE shall be in compliance with FCC rules and regulations
- Error correction is the responsibility of Customer's terminal equipment and/or applications. If the FRSIII network experiences congestion or failures, Customer data may be discarded. In addition, frames that are received in excess of the Be, with bad addresses, or other errors, will be discarded on ingress to the network.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.4 Obligations of Customer (Continued)

- Customer, upon request, shall furnish such information as may be required to permit Company to design and maintain the FRSIII it offers and to assure that the service arrangement is in compliance with the regulations contained herein. At service subscription, Customer will be expected to specify the DLCI, PVC CIR capacity and Be for each PVC ordered. If desired, Customer may request that Company assign DLCIs.
- Customer shall be responsible for obtaining permission for Company's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

5.9.5 Rate Regulations

A. Minimum Period

The minimum period for FRSIII is one month, except when provided under a Term Payment Plan (TPP) arrangement. The regulations applicable to FRSIII provided under a TPP arrangement are specified under 5.9.5 D.

Frame Relay UNI Port and Access Line

A non-recurring charge and a monthly rate, based on the speed of the port connection (e.g., 56/64 Kbps, 384 Kbps or 1.544 Mbps), apply per port for each physical connection to the network supporting FRSIII. Each port can accommodate multiple paths (PVCs). Clear channel capability, as necessary, is included at no additional charge. This bundled port and access offering is available only where facilities and conditions permit.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.5 Rate Regulations (Continued)

B. Rate Elements (Continued)

2. Frame Relay UNI or NNI Port Only

A non-recurring charge and a monthly rate, based on the speed of the port connection (e.g., 56/64 Kbps or 1.544 Mbps), apply per port for each Frame Relay access line or digital private line connection to the network supporting FRSIII. Each port can accommodate multiple paths (PVCs). Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Network-to-Network Interface (NNI) Port Only

The NNI port configuration is used for connecting two networks together for bi-directional messaging and is available on a private basis only. A private NNI is a NNI port sold for the exclusive use of Customer.

(b) User-to-Network Interface (UNI) Port Only

The UNI port provides for a user-to-Carrier connection (i.e., end user Customer to Company).

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.5 Rate Regulations (Continued)

B. Rate Elements (Continued)

3. Frame Relay PVCs

(a) Intrazone PVC

A monthly rate applies, based upon CIR capacity, for each intrazone PVC requested by Customer.

(b) Interzone PVC

A monthly rate applies, based upon CIR capacity, for each interswitch PVC ordered that traverses one or more frame relay zone boundaries within a state. The Frame Relay zones are listed in Section 5.9.6. Interzone PVCs must be ordered separately from intrazone PVCs, interworked PVCs and UNI/NNI ports.

(c) Interworked PVC

A monthly rate applies, based upon CIR capacity, for each PVC interworked to an ATM Service as set forth in Section 5.9.7. This charge is in addition to intrazone or interzone Frame Relay PVC rate element and its associated CIR capacity.

C. Rate Application

Customer may access FRSIII via a Frame Relay Access Line or via facilities provided by another carrier. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by the carrier supplying the local access will also be the responsibility of Customer. If Customer utilizes such access facilities, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRSIII rate elements.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay III (Continued)

5.9.5 Rate Regulations (Continued)

C. Rate Application (Continued)

The Frame Relay Port (unbundled or bundled with an access line) and its associated PVC segment(s) may be ordered and billed separately from an associated Frame Relay Port and PVC and can have different controllers, as discussed under 5.9.2. A request by one Customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the controller of a Frame Relay Access Service may authorize a disconnect of that line.

D. Term Payment Plan (TPP)

General

The terms and conditions specified herein are applicable to FRSIII and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, the Frame Relay UNI or NNI Port Only rate elements are available under a TPP. PVCs are not offered under a TPP.

Frame Relay TPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.

Three-year and five-year TPP rates will be equal to or less than the one-year TPP rates. Decreases to the one-year TPP rates will flow through to the three-year and five-year TPP rates.

Payment periods of one-year, three-year, and five-years are available to all Customers at the applicable rates set forth in 5.9.8 regardless of when they subscribe to a TPP arrangement. Rate elements must be ordered under the same TPP period. Customer must designate on the Service Request the payment period for the TPP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges. Outside moves, provided in accordance with Section 4, will allow Customer to retain the same TPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.5 <u>Rate Regulations</u> (Continued)

D. Term Payment Plan (TPP) (Continued)

2. Changes in Length of TPP Period

Prior to the completion of the selected TPP period, Customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TPP arrangement;
- Non-recurring charges will not be reapplied for existing service(s);
- If the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a discontinuance of the existing TPP service and termination liability charges apply.

3. Renewal Options

At the expiration of a TPP period, Company will automatically renew the service at the same TPP period unless Customer chooses to convert to a different TPP period, convert to month-to-month rates, or discontinue service.

Conversion to a different TPP period will require Customer to submit a change order Service Request. Conversion of existing TPP service to a different TPP period will be allowed without application of any non-recurring or ordering charges.

Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.5 <u>Rate Regulations</u> (Continued)

D. Term Payment Plan (TPP) (Continued)

4. Notification of Discontinuance

A Service Request for discontinuance of a TPP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

5. Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during a TPP period, subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.
- The new service will be provided at the same Customer location as the discontinued service.
- The fixed-period plan for the upgraded service(s) meets or exceeds the remaining length of the existing fixed-period plan.
- The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.

The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate non-recurring charges.

Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the mover requirements set forth in Section 4.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.5 Rate Regulations (Continued)

D. Term Payment Plan (TPP) (Continued)

6. Termination Liability

In the event that service is disconnected in full or Customer otherwise elects to cancel the plan prior to the completion of the term, termination liability shall apply. The termination liability charge will equal 25% of the remainder of the charges that would have been paid had Customer continued service in the plan for the balance of the term.

7. Termination Without Liability

During a TPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the TPP arrangement without penalty or liability.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 <u>Frame Relay Service III</u> (Continued)

5.9.6 <u>Zones</u>

<u>State</u> <u>Zone</u> <u>Office Name</u>

Missouri Wentzville Wentzville Columbia

Columbia Columbia Branson Branson

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.9 Frame Relay Service III (Continued)

5.9.7 Rates - Standard Arrangements

A. Frame Relay UNI Port and Access Line, Each

1. 56/64 Kbps*

00/04 Rbp3	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$195.00	\$110.00
Missouri	195.00	110.00

* Upon request and where available.

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 2. 128 Kbps

120 1000	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$395.00	\$200.00
Missouri	395.00	200.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 3. 256 Kbps

200 11000	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$395.00	\$280.00
Missouri	395.00	280.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 4. 384 Kbps

00+ Nop5	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$395.00	\$380.00
Missouri	395.00	380.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 5. 1.544 Mbps

no i i mopo	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$395.00	\$530.00
Missouri	395.00	530.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each
 - 1. 56/64 Kbps*

00/04 Nbps	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$95.00	\$24.00
Missouri	95.00	24.00

Upon request and where available.

(This page filed under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 2. 128 Kbps

	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$150.00	\$80.00
Missouri	150.00	80.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 3. 256 Kbps

·	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$150.00	\$115.00
Missouri	150.00	115.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 4. 384 Kbps

oo i napo	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$150.00	\$160.00
Missouri	150.00	160.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 5. 1.544 Mbps

no i i mapo	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$295.00	\$213.00
Missouri	295.00	213.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 6. 45 Mbps

·	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$395.00	\$1,180.00
Missouri	395.00	1,180.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - C. Frame Relay Private NNI Port Only, Each
 - 1. 384 Kbps

oo i napo	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Alabama	\$150.00	\$160.00
Missouri	150.00	160.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - C. Frame Relay Private NNI Port Only, Each (Continued)
 - 2. 1.544 Mbps

	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>	
Alabama	\$295.00	\$213.00	
Missouri	295.00	213.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - C. Frame Relay Private NNI Port Only, Each (Continued)
 - 3. 45 Mbps

ie mope	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>	
Alabama	\$395.00	\$1180.00	
Missouri	395.00	1180.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each
 - 1. Intrazone, Based on CIR Requested

	<u>0 - 32 Kbps</u>	33 - 64 Kbps	Monthly Rate 65 - 96 Kbps	97 - 128 Kbps
Alabama	\$8.00	\$15.00	\$22.00	\$27.00
Missouri	8.00	15.00	22.00	27.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 1. Intrazone, Based on CIR Requested (Continued)

	129 - 192 Kbps	<u> 193 - 256 Kbps</u>	Monthly Rate 257 - 320 Kbps	321 - 384 Kbps
Alabama	\$36.00	\$42.00	\$48.00	\$54.00
Missouri	36.00	42.00	48.00	54.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 1. Intrazone, Based on CIR Requested (Continued)

	385 - 512 Kbps	513 - 768 Kbps	Monthly Rate 769 - 1152 Kbps	<u>1153 - 1536 Kbps</u>
Alabama	\$60.00	\$70.00	\$80.00	\$90.00
Missouri	60.00	70.00	80.00	90.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 1. Intrazone, Based on CIR Requested (Continued)

	1537 - 4000 Kbps	Monthly Rate 4001 - 10000 Kbps	10001 - 15000 Kbps
Alabama	\$120.00	\$250.00	\$330.00
Missouri	120.00	250.00	330.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 1. Intrazone, Based on CIR Requested (Continued)

		Monthly Rate	•
	15001 - 20000 Kbps	20001 - 25000 Kbps	25001 - 30000 Kbps
Alabama Missouri	\$410.00 410.00	\$490.00 490.00	\$570.00 570.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 1. Intrazone, Based on CIR Requested (Continued)

	30001 - 35000 Kbps	Monthly Rate 35001 - 40000 Kbps	40001 - 45000 Kbps
Alabama	\$650.00	\$730.00	\$800.00
Missouri	650.00	730.00	800.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested

	Monthly Rate			
	<u>0 - 32 Kbps</u>	33 - 64 Kbps	<u>65 - 96 Kbps</u>	<u>97 - 128 Kbps</u>
Alabama	NA \$05.00	NA	NA ************************************	NA #70.00
Missouri	\$25.00	\$45.00	\$60.00	\$70.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested (Continued)

	Monthly Rate 129 - 192 Kbps 193 - 256 Kbps 257 - 320 Kbps 321 - 384 Kbps				
Alabama	NA	NA	NA	NA	
Missouri	\$95.00	\$115.00	\$130.00	\$145.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested (Continued)

	385 - 512 Kbps	Monthly Rate <u>513 - 768 Kbps</u> <u>769 - 1152 Kbps</u> <u>1153 - 1536</u>			
Alabama	NA	NA	NA	NA	
Missouri	\$170.00	\$195.00	\$225.00	\$250.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested (Continued)

	Monthly Rate <u>1537 - 4000 Kbps</u> <u>4001 - 10000 Kbps</u> <u>10001 - 15000 K</u>				
Alabama	NA	NA	NA		
Missouri	\$325.00	\$710.00	\$1,000.00		

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested (Continued)

	Monthly Rate			
	15001 - 20000 Kbps	20001 - 25000 Kbps	25001 - 30000 Kbps	
Alabama	NA	NA	NA	
Missouri	\$1,250.00	\$1,475.00	\$1,675.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - D. Frame Relay PVC, Each (Continued)
 - 2. Interzone, Based on CIR Requested (Continued)

	Monthly Rate			
	30001 - 35000 Kbps	35001 - 40000 Kbps	40001 - 45000 Kbps	
Alabama	NA	NA	NA	
Missouri	\$1,900.00	\$2,150.00	\$2,375.00	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each
 - 1. Interworked, Based on CIR Requested

	Monthly Rate				
	<u>0 - 32 Kbps</u>	33 - 64 Kbps	<u>65 - 96 Kbps</u>	<u>97 - 128 Kbps</u>	
Alabama	NA	NA	NA	NA	
Missouri	\$6.00	\$11.25	\$16.50	\$20.25	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each (Continued)
 - 1. Interworked, Based on CIR Requested (Continued)

	Monthly Rate				
	<u> 129 - 192 Kbps</u>	<u> 193 - 256 Kbps</u>	<u>257 - 320 Kbps</u>	321 - 384 Kbps	
Alabama	NA	NA	NA	NA	
Missouri	\$27.00	\$31.50	\$36.00	\$40.50	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each (Continued)
 - 1. Interworked, Based on CIR Requested (Continued)

	385 - 512 Kbps	Monthly Rate os <u>513 - 768 Kbps</u> <u>769 - 1152 Kbps</u> <u>1153 - 1</u>		
Alabama	NA	NA	NA	NA
Missouri	\$45.00	\$52.50	\$60.00	\$67.50

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)

Alabama Missouri

- 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each (Continued)
 - 1. Interworked, Based on CIR Requested (Continued)

	Monthly Rate				
1 <u>537 - 4000 Kbps</u>	4001 - 10000 Kbps	10001 - 15000 Kbps			
NA	NA	NA			
\$90.00	\$187.50	\$247.50			

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each (Continued)
 - 1. Interworked, Based on CIR Requested (Continued)

	15001 - 20000 Kbps	Monthly Rate <u>20001 - 25000 Kbps</u> <u>25001 - 300</u>		
Alabama	NA	NA	NA	
Missouri	\$307.50	\$367.50	\$427.50	

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.7 <u>Rates Standard Arrangements</u> (Continued)
 - E. Frame Relay to ATM Conversion, Per PVC, Each (Continued)
 - 1. Interworked, Based on CIR Requested (Continued)

	Monthly Rate <u>30001 - 35000 Kbps</u> <u>35001 - 40000 Kbps</u> <u>40001 - 45</u>			
Alabama	NA	NA	NA	
Missouri	\$487.50	\$547.50	\$600.00	

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP)
 - A. Frame Relay UNI Port and Access Line, Each
 - 1. 56/64 Kbps*

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$195.00	\$105.00	\$95.00	\$85.00
Missouri	195.00	105.00	95.00	85.00

* Upon request and where available.

Issued: October 11, 2002

(This page filed under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 2. 128 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$180.00	\$165.00	\$160.00
Missouri	395.00	180.00	165.00	160.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 3. 256 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$250.00	\$235.00	\$220.00
Missouri	395.00	250.00	235.00	220.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 4. 384 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$370.00	\$355.00	\$340.00
Missouri	395.00	370.00	355.00	340.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - A. Frame Relay UNI Port and Access Line, Each (Continued)
 - 5. 1.544 Mbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$510.00	\$490.00	\$470.00
Missouri	395.00	510.00	490.00	470.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each
 - 1. 56/64 Kbps*

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$95.00	\$23.00	\$22.00	\$21.00
Missouri	95.00	23.00	22.00	21.00

* Upon request and where available.

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- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 2. 128 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$150.00	\$75.00	\$70.00	\$68.00
Missouri	150.00	75.00	70.00	68.00

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

- 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each* (Continued)
 - 3. 256 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$150.00	\$110.00	\$105.00	\$100.00
Missouri	150.00	110.00	105.00	100.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 4. 384 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$150.00	\$150.00	\$140.00	\$130.00
Missouri	150.00	150.00	140.00	130.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 6. 1.544 Mbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$295.00	\$211.00	\$208.00	\$205.00
Missouri	295.00	211.00	208.00	205.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - B. Frame Relay UNI Port Only, Each (Continued)
 - 5. 45 Mbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$1,140.00	\$1,090.00	\$1,050.00
Missouri	395.00	1,140.00	1,090.00	1,050.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - C. Frame Relay NNI Port Only, Each
 - 1. 384 Kbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$150.00	\$150.00	\$140.00	\$130.00
Missouri	150.00	150.00	140.00	130.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 <u>Frame Relay Service III</u> (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - C. Frame Relay NNI Port Only, Each (Continued)
 - 2. 1.544 Mbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$295.00	\$211.00	\$208.00	\$205.00
Missouri	295.00	211.00	208.00	205.00

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.9 Frame Relay Service III (Continued)
 - 5.9.8 Rates Term Payment Plan (TPP) (Continued)
 - C. Frame Relay NNI Port Only, Each (Continued)
 - 3. 45 Mbps

	Non-Recurring	One-Year	Three-Year	Five-Year
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Alabama	\$395.00	\$1140.00	\$1090.00	\$1050.00
Missouri	395.00	1140.00	1090.00	1050.00

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u>

5.10.1 Service Description

- A. CenturyTel Infospeed Digital Subscriber Line (DSL) Solutions are data access services that use DSL technology. Data traffic generated by a Company-provided or Customer-provided modem is transported to the CenturyTel Infospeed DSL Connection Point. From there, the traffic is transported to the End User's Information Service Provider (ISP) or content provider via Company's other data network interface services.
- B. Six types of CenturyTel Infospeed DSL Solutions are available based on the upstream and downstream speed combinations chosen by Customer:
 - 1. CenturyTel Infospeed DSL 768K/128K provides maximum speeds of 768 Kilobits Per Second (Kbps) downstream and 128 Kbps upstream.
 - 2. CenturyTel Infospeed DSL 1.5M/128K provides maximum speeds of 1.5 Megabits Per Second (Mbps) downstream and 128 Kbps upstream.
 - 3. CenturyTel Infospeed DSL 1.5M/384K provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
 - CenturyTel Infospeed DSL 7.1M/768K provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
 - 5. CenturyTel Infospeed DSL 384K/384K provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
 - 6. CenturyTel Infospeed DSL 768K/768K provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.

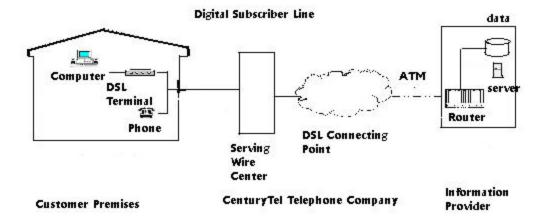
(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.1 <u>Service Description</u> (Continued)

- C. The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.
- D. The following diagram depicts a generic view of the components of CenturyTel Infospeed DSL Solutions and the manner in which the components are combined to provide a complete CenturyTel Infospeed DSL Solutions connection.



- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)
 - 5.10.1 <u>Service Description</u> (Continued)
 - E. Optional Features
 - 1. Direct PVC Premium Service

Direct PVC Premium Service allows the customer to provide its end-user with a static Internet Protocol (IP) address on a CenturyTel Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

- a. In the following states, the existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in these states.
 - Alabama and Missouri.

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5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.2 Terms and Conditions

- A. Company will provision and maintain CenturyTel hfospeed DSL Solutions from the CenturyTel Infospeed DSL Connection Point to the Network Interface Device (NID) at the End User's designated premises. Company will advise Customer of any additional equipment necessary to support CenturyTel Infospeed DSL Solutions. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem.
- B. Customer will provide Company with the necessary information (e.g., End User name and address, circuit information, serving area, etc.) to provision CenturyTel Infospeed DSL Solutions.
- C. Access from CenturyTel Infospeed DSL Connection Point will be provided via Company's data network interface services. These services may include, but not limited to, Frame Relay, Asynchronous Transfer Mode (ATM), High Capacity Broadband Access Cloud (HiBAC) and Dedicated Special Access services. A minimum connection speed of DS-3 or higher is required for ATM and HiBAC data network interface services. The rates and charges for these data network interface services are in addition to the rates and charges for CenturyTel Infospeed DSL Solutions.
- D. CenturyTel Infospeed DSL Solutions arrangement will be provisioned over available copper facilities over which line sharing is available to Company.
- E. Company will qualify facilities or obtain qualification information on facilities to determine the suitability of such facilities for CenturyTel Infospeed DSL Solutions. Company will not provide CenturyTel Infospeed DSL Solutions on facilities that are unsuitable for the service, nor will Company provide CenturyTel Infospeed DSL Solutions if it determines that such provision will produce interference to other services.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.2 <u>Terms and Conditions</u> (Continued)

- F. CenturyTel Infospeed DSL Solutions will be provided subject to the availability and limitations of Company facilities, including the availability of line sharing.
- G. Company reserves the right to interrupt temporarily CenturyTel Infospeed DSL Solutions for maintenance, software upgrades, and in emergency situations.
- H. Customer will obtain the appropriate authorization to allow Company's employees or agents to enter the end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing CenturyTel Infospeed DSL Solutions arrangement, or, upon termination of CenturyTel Infospeed DSL Solutions, removing Company's equipment. Customer will present evidence of such authorization to Company upon request.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.3 Rate Regulations

- A. Monthly Rate A Monthly Recurring Charge (MRC) applies for each CenturyTel Infospeed DSL Solutions arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and five-year Volume and Term Discount Plans (VTDP).
- B. Service Activation A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each CenturyTel Infospeed DSL Solutions arrangement ordered.
- C. ISP/Content Provider Change A single NRC applies for activities associated with a change in ISP/Content Provider per each CenturyTel Infospeed DSL Solutions arrangement changed.
- D. Speed Change-Downward A single NRC applies for activities associated with ε downward change in speed from one service type to another with each CenturyTel Infospeed DSL Solutions arrangement changed.
- E. Speed Change-Upward There is not a charge applied for activities associated with an upward change in speed from one service type to another service type.
- F. Software Change A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a CenturyTel Infospeed DSL Solutions arrangement. This charge also applies when the Customer's Infospeed DSL Solutions Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis.
- G. For Customers ordering Schedule 5E of the Volume and Term Discount Plan who cancels CenturyTel Infospeed DSL Solutions to designated premises within 30 days of installation, Customer will not be charged the foregoing recurring monthly rate or nonrecurring charge.

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5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.3 Rate Regulations (Continued)

- H. Customer may migrate from Infospeed DSL Service or DSL Solutions I or II Service to Infospeed DSL Solutions. If Customer is under an existing volume and term plan for one or more of such service, it will migrate to the equivalent volume and term level for Infospeed DSL Solutions. For example, if Customer subscribes to the Infospeed DSL Service five-year VTDP, Schedule F, it would migrate to Schedule E of the five-year VTDP for Infospeed DSL Solutions. The date Customer first subscribed to either an Infospeed DSL Service or DSL Solutions VTDP will be the service anniversary date under the Infospeed DSL Solutions VTDP. Customer's existing Infospeed DSL Service and DSL Solutions lines will be counted for purposes of determining Customer's volume attainment for Infospeed DSL Solutions. Such existing lines may not be adjusted immediately to reflect the speed combinations available for Infospeed DSL Solutions.
- I. Direct PVC Premium Service Charge

As described in Section 5.10.1(E)(1) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available CenturyTel Infospeed DSL Solutions speeds and is in addition to the rates and charges for the associated CenturyTel Infospeed DSL Solutions arrangement.

If a customer elects to disconnect Direct PVC Premium Service and maintain the underlying CenturyTel Infospeed DSL Solutions service arrangement, a new Service Activation Charge, as specified in Section 5.10.6(D) following, will apply.

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5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.4 One-Year Term Plan

A. Description

CenturyTel Infospeed DSL Solutions One-Year Term Plan provides CenturyTel Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's CenturyTel Infospeed DSL Solutions arrangements.

If Customer is not the end user of the service, then Customer who purchases CenturyTel Infospeed DSL Solutions under the One-Year Term Plan assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its End Users;
- Customer will deal directly with its End Users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its End Users to contact Company regarding any aspect of the service.

Two rate schedules are available for the One-Year Term Plan:

<u>Schedule</u> I is available to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

<u>Schedule II</u> is available to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.4 One-Year Term Plan (Continued)

B. Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

C. Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month- to-month rate for each CenturyTel Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.5 <u>Five-Year Volume and Term Discount Plan</u> (VTDP)

A. Description

CenturyTel Infospeed DSL Solutions VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP encompasses all of Customer's CenturyTel Infospeed DSL Solutions arrangements provided under this Tariff, as well as the Infospeed DSL lines provided in the territory covered by the CenturyTel Telephone Company's Tariff F.C.C. No. 20. However, the VTDP rates in this Tariff are applied by service type and only to the CenturyTel Infospeed DSL Solutions arrangements covered by this Tariff.

Customer who purchases CenturyTel Infospeed DSL Solutions under the VTDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's inservice CenturyTel Infospeed DSL Solutions arrangements provided under this Tariff. VTDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

A. Description (Continued)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

B. Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all CenturyTel Infospeed DSL Solutions arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of CenturyTel Infospeed DSL Solutions arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements inservice at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the Alternative Shortfall Liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the Shortfall Liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

C. Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service CenturyTel Infospeed DSL Solutions arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements inservice will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of CenturyTel Infospeed DSL arrangements inservice at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DSL service arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's CenturyTel Infospeed DSL Solutions arrangements will revert to basic month-to-month rates.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

D. Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

E. Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- The difference between what would have been charged had Customer had the month-to-month rate for each CenturyTel Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
- 2. A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.1.6(E) following.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.6 Rates and Charges

A. Month-to-Month Plan*

	Monthly Rate
CenturyTel Infospeed 768K/128K	\$ 39.95
CenturyTel Infospeed 1.5M/128K	43.95
CenturyTel Infospeed 1.5M/384K	48.95
CenturyTel Infospeed 7.1M/768K	109.95
CenturyTel Infospeed 384K/384K	46.00
CenturyTel Infospeed 768K/768K	80.00

B. One-Year Term Plan*

Schedule I - Applicable to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

CenturyTel Infospeed 768K/128K	\$ 32.50
CenturyTel Infospeed 1.5M/128K	36.50
CenturyTel Infospeed 1.5M/384K	41.50
CenturyTel Infospeed 7.1M/768K	102.95
CenturyTel Infospeed 384K/384K	39.00
CenturyTel Infospeed 768K/768K	68.00

Schedule II - Applicable to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

CenturyTel Infospeed 768K/128K	\$ 37.50
CenturyTel Infospeed 1.5M/128K	41.50
CenturyTel Infospeed 1.5M/384K	45.50
CenturyTel Infospeed 7.1M/768K	102.95
CenturyTel Infospeed 384K/384K	44.00
CenturyTel Infospeed 768K/768K	68.00

^{*} Wholesale rates are also available to eligible Telecommunications Carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 CenturyTel Infospeed DSL Solutions (Continued)

5.10.6 Rates and Charges (Continued)

C. Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

<u>CL</u>	CY1	CY2	CY3	CY4	<u>CY5</u>	CenturyTel Infospeed 768K/128K Mo. Rate	CenturyTel Infospeed 1.5M/128K Mo. Rate	CenturyTel Infospeed 1.5M/384K Mo.Rate
Α	125(C)	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
В	2,500	7,500	22,500	37,500	50,000	33.95	37.95	42.95
С	5,000	15,000	45,000	75,000	100,000	32.95	36.95	41.95
D	25,000	75,000	225,000	375,000	500,000	31.95	35.95	40.95
Ε	50,000	150,000	450,000	750,000	1,000,000	29.95	33.95	38.95
						CenturyTel Infospeed	Infospeed	CenturyTel Infospeed
<u>CL</u>	<u>CY1</u>	CY2	<u>CY3</u>	CY4	<u>CY5</u>	•	-	•
Α	125	375	625	1,250	2,500	Infospeed 7.1M/768K Mo. Rate \$98.95	Infospeed 384K/384K Mo. Rate \$42.00	Infospeed 768K/768K Mo.Rate \$56.00
A B	125 2,500	375 7,500	· 	1,250 37,500	2,500 50,000	Infospeed 7.1M/768K <u>Mo. Rate</u> \$98.95 92.95	Infospeed 384K/384K <u>Mo. Rate</u> \$42.00 40.00	Infospeed 768K/768K <u>Mo.Rate</u> \$56.00 55.40
Α	125	375	625	1,250	2,500	Infospeed 7.1M/768K Mo. Rate \$98.95	Infospeed 384K/384K Mo. Rate \$42.00	Infospeed 768K/768K Mo.Rate \$56.00
A B	125 2,500	375 7,500	625 22,500	1,250 37,500	2,500 50,000	Infospeed 7.1M/768K <u>Mo. Rate</u> \$98.95 92.95	Infospeed 384K/384K <u>Mo. Rate</u> \$42.00 40.00	Infospeed 768K/768K <u>Mo.Rate</u> \$56.00 55.40

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.10 <u>CenturyTel Infospeed DSL Solutions</u> (Continued)

5.10.6 Rates and Charges (Continued)

D. Nonrecurring Charges**

1.	Service Activation	\$60.00
2.	ISP/Content Provider Change	60.00
3.	Speed Change - Downward	35.00
4.	Speed Change - Upward	.00
5.	Software Change*	6.00

- * For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.
- ** Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section §251(c)(4) discount.
- E. Termination Liability Charges

Commitment Level	<u>Termination Fee</u>
Α	\$ 6,000.00
В	150,000.00
С	250,000.00
D	1,250,000.00
E	2,500,000.00

F. Optional Features

	Monthly Rate#
Direct PVC Premium Service	•
- Per Arrangement	\$15.00

Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996. The applicable wholesale discount rates are shown in Section 5.2.6(F).

(This page filed under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 Century Tel DSL Over Resold Lines

This service is offered over resold voice lines that terminate on end user premises in the following states:

Alabama Missouri

CenturyTel DSL Over Resold Lines (DRL) is available only to carriers that have an existing resold voice line and seek to engage in the resale of voice and data on a combined basis pursuant to 47 U.S.C. §251(c)(4). Consequently, for purposes of this service, the term "customer" is defined as a telecommunications carrier that resells voice services pursuant to 47 U.S.C. § 251(c)(4).

5.11.1 Service Description

A. CenturyTel DSL Over Resold Lines (DRL) is a data access service. It uses DSL technology to transport data over compatible copper facilities that are concurrently used to provide resold voice services to the same end user premises. Data traffic generated by a customer-provided modem is transported to the CenturyTel DRL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Company services.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.1 <u>Service Description</u> (Continued)

- B. Six types of CenturyTel DRL are available based on the upstream and downstream speed combinations chosen by the customer.
 - 1. CenturyTel DRL 768K/128K provides maximum speeds of 768 Kilobits per second (Kbps) downstream and 128 Kbps upstream.
 - 2. CenturyTel DRL 1.5M/128K provides maximum speeds of 1.5 Megabits per second (Mbps) downstream and 128 Kbps upstream.
 - 3. CenturyTel DRL 1.5M/384K provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
 - 4. CenturyTel DRL 7.1M/768K provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
 - 5. CenturyTel DRL 384K/384K provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
 - 6. CenturyTel DRL 768K/768K provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)
 - 5.11.1 <u>Service Description</u> (Continued)
 - C. Optional Features
 - 1. Direct PVC Premium Service

Direct PVC Premium Service allows the customer to provide its end-user with a static Internet Protocol (IP) address on a CenturyTel Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

- a. In the following states, the existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in these states.
 - Alabama and Missouri.

(This page filed under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.2 Terms and Conditions

- A. CenturyTel DRL is available only where suitable facilities are available to end user premises.
- B. Company will provision and maintain CenturyTel DRL from the CenturyTel DRL Connection Point to the network interface device at the designated end user premises. Company will advise Customer of any additional equipment necessary to support CenturyTel DRL. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and ε compatible DSL modem.
- C. Customer will provide the Company with the necessary information (e.g., name and address/location, telephone number of the resold voice circuit, serving area, etc., related to end user and ISP/Content Provider) to provision CenturyTel DRL.
- D. CenturyTel DRL will be provisioned over copper facilities where such facilities are available that are suitable for the service and over which Customer is also providing resold voice service pursuant to 47 U.S.C. §251(c)(4); Customer must provide resold voice service to the same end user premises over such facility at the time of ordering CenturyTel DRL. CenturyTel DRL will be disconnected if Customer no longer provides resold voice service over such facility.
- E. Company will obtain qualification information on facilities to determine the suitability of such facilities for CenturyTel DRL. Company will not provide CenturyTel DRL on facilities that are unsuitable for the service, nor will Company provide CenturyTel DRL if it determines that such provision will produce interference to other services.
- F. CenturyTel DRL will be provided subject to the availability and limitations of Company facilities and related equipment.
- G. Company reserves the right to interrupt temporarily CenturyTel DRL for maintenance, software upgrades, and in emergency situations.
- H. Customer will obtain from the end user authorization to provide CenturyTel DRL over that end user's voice line, and to allow Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing CenturyTel DRL arrangement. Customer will also obtain permission from the end user, upon termination of CenturyTel DRL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. Customer will present evidence of such authorizations to the Company upon request. Company may terminate CenturyTel DRL in the event such authorizations are not obtained and maintained.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.3 Rate Regulations

- A. Monthly Rate A monthly recurring charge applies for each CenturyTel DRL arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP).
- B. Service Activation A nonrecurring charge applies for the initial service activation associated with each CenturyTel DRL arrangement ordered.
- C. ISP/Content Provider Charge A nonrecurring charge also applies for activities associated with a change in ISP/Content Provider for each CenturyTel DRL arrangement changed.
- Speed Change Downward A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each CenturyTel DRL arrangement changed.
- E. Speed Change-Upward There is <u>not</u> a charge applied for activities associated with an upward change in speed from one service type to another service type.
- F. Software Change A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a CenturyTel DRL arrangement. This charge is applied on a per software change basis.
- G. Direct PVC Premium Service Charge

As described in Section 5.11.1(C)(1) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available CenturyTel DSL Over Resold Lines speeds and is in addition to the rates and charges for the associated CenturyTel DSL Over Resold Lines arrangement.

If a customer elects to disconnect Direct PVC Premium Service and maintain the underlying CenturyTel DSL Over Resold Lines service arrangement, a new Service Activation Charge, as specified in Section 5.11.6(D) following, will apply.

(This page filed under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.4 One-Year Term Plan

A. Description

CenturyTel DRL One-Year Term Plan provides CenturyTel Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's CenturyTel DRL arrangements.

Customer who purchases CenturyTel DRL under the One-Year Term Plan assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.4 One-Year Term Plan (Continued)

B. Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

C. Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month- to-month rate for each CenturyTel DRL arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.5 Five-Year Volume and Term Discount Plan (VTDP)

A. Description

CenturyTel DRL VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP encompasses all of Customer's CenturyTel DRL arrangements.

Customer who purchases CenturyTel DRL under the VTDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's inservice CenturyTel DRL arrangements provided under this Tariff. VTDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.5 <u>Five-Year Volume and Term Discount Plan (VTDP)</u> (Continued)

A. Description (Continued)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

B. Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all CenturyTel DRL arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of CenturyTel DRL arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a shortfall liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the alternative shortfall liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the shortfall liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.5 <u>Five-Year Volume and Term Discount Plan (VTDP)</u> (Continued)

C. Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service CenturyTel DRL arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of CenturyTel DRL in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DRL arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's CenturyTel DRL arrangements will revert to basic month-to-month rates.

(Issued under Transmittal No. 26)

Effective: October 26, 2002

COMMUNICATIONS SERVICES TARIFF

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.5 <u>Five-Year Volume and Term Discount Plan (VTDP)</u> (Continued)

D. Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

E. Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- The difference between what would have been charged had Customer had the month-to-month rate for each CenturyTel DRL arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
- A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.11.6(E) following.

(Issued under Transmittal No. 26)

Issued: October 11, 2002

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.6 Rates and Charges

A. Month-to-Month*

		Monthly Rate
	CenturyTel DRL 768K/128K	\$ 39.95
	CenturyTel DRL 1.5M/128K	43.95
	CenturyTel DRL 1.5M/384K	48.95
	CenturyTel DRL 7.1M/768K	109.95
	CenturyTel DRL 384K/384K	46.00
	CenturyTel DRL 768K/768K	80.00
B.	One-Year Term Plan*	
	CenturyTel DRL 768K/128K	37.50
	CenturyTel DRL 1.5M/128K	41.50
	CenturyTel DRL 1.5M/384K	45.50
	CenturyTel DRL 7.1M/768K	102.95
	CenturyTel DRL 384K/384K	44.00
	CenturyTel DRL 768K/768K	68.00

^{*} Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4). The applicable wholesale discount rates are shown in Section 5.11.6 F.

(Issued under Transmittal No. 26)

5. - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)

5.11.6 Rates and Charges (Continued)

C. Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

						CenturyTel	CenturyTel	CenturyTel
						DRL	DRL	DRL
						768K/128K	1.5M/128K	1.5M/384K
CL	<u>CY1</u>	CY2	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	Mo. Rate	Mo. Rate	Mo.Rate
Α	125	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
В	2,500	7,500	22,500	37,500	50,000	33.95	37.95	42.95
С	5,000	15,000	45,000	75,000	100,000	32.95	36.95	41.95
D	25,000	75,000	225,000	375,000	500,000	31.95	35.95	40.95
Ε	50,000	150,000	450,000	750,000	1,000,000	29.95	33.95	38.95
						CenturyTel	CenturyTel	CenturyTel
						CenturyTel DRL	CenturyTel DRL	CenturyTel DRL
						,	•	•
<u>CL</u>	<u>CY1</u>	CY2	CY3	<u>CY4</u>	<u>CY5</u>	DRL	DRL	DRL
<u>CL</u>						DRL 7.1M/768K <u>Mo. Rate</u>	DRL 384K/384K <u>Mo. Rate</u>	DRL 768K/768K <u>Mo.Rate</u>
<u>CL</u> A	<u>CY1</u> 125	<u>CY2</u> 375	<u>CY3</u> 625	<u>CY4</u> 1,250	<u>CY5</u> 2,500	DRL 7.1M/768K	DRL 384K/384K	DRL 768K/768K
						DRL 7.1M/768K <u>Mo. Rate</u>	DRL 384K/384K <u>Mo. Rate</u>	DRL 768K/768K <u>Mo.Rate</u>
Α	125	375	625	1,250	2,500	DRL 7.1M/768K Mo. Rate \$98.95	DRL 384K/384K <u>Mo. Rate</u> \$42.00	DRL 768K/768K <u>Mo.Rate</u> \$56.00
A B	125 2,500	375 7,500	625 22,500	1,250 37,500	2,500 50,000	DRL 7.1M/768K <u>Mo. Rate</u> \$98.95 92.95	DRL 384K/384K <u>Mo. Rate</u> \$42.00 40.00	DRL 768K/768K <u>Mo.Rate</u> \$56.00 55.40

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)
 - 5.11.6 Rates and Charges (Continued)
 - D. Non-Recurring Charges*

1.	Service Activation	\$60.00
2.	ISP/Content Provider Change	60.00
3.	Speed Change - Downward	35.00
4.	Speed Change - Upward	.00
5.	Software Change #	6.00

E. Termination Liability Charges

Commitment Level	<u>Termination Fee</u>
Α	\$ 6,000.00
В	150,000.00
С	250,000.00
D	1,250,000.00
E	2,500,000.00

- * Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4) only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section 251(c)(4) discount. The applicable wholesale discount rates are as shown in Section 5.11.6 F.
- # For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

(Issued under Transmittal No. 26)

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)
 - 5.11.6 Rates and Charges (Continued)
 - F. Wholesale Discount Rates

 Alabama
 16.30%

 Missouri
 25.40%

- 5. DESCRIPTION OF DATA SERVICES AND RATES (Continued)
- 5.11 <u>CenturyTel DSL Over Resold Lines</u> (Continued)
 - 5.11.6 Rates and Charges (Continued)
 - G. Optional Features

Monthly Rate#

Direct PVC Premium Service - Per Arrangement

\$15.00

Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996. The applicable wholesale discount rates are shown in Section 5.11.6(F), preceding.

(This page filed under Transmittal No. 26)

6. - PROMOTIONS

6.1 <u>Promotions</u>

General

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. All promotions are subject to availability of service at the requested location and are not valid with any other promotions, unless otherwise specified. The following specific rates, terms and conditions are applicable to each promotional offering.

(Issued under Transmittal No. 26)

6. - PROMOTIONS (Continued)

6.1 <u>Promotions</u> (Continued)

High Capacity Broadband Access Cloud (HiBAC) Credit

For new and existing Customers ordering a HiBAC Broadband Access Point (BAP) of DS3 or OC3c, Company may credit Customer \$1,000.00. This credit, in the form of a check, will be mailed to Customer upon verification of qualifications.

Offer Restrictions:

In order to qualify for this credit, Customer must:

- 1. Order the HiBAC DS3 or OC3c BAP under the Term and Volume Plan (TVP) with a minimum of a one-year period commitment.
- Demonstrate the installation of 20 new Infospeed DSL subscriber PVCs and the
 association of these PVCs to the newly ordered BAP. The installation of the 20 new
 Infospeed DSL subscriber PVCs must be completed no later than 180 days after the end of
 the promotion period.

If Customer terminates service prior to the service obligation period, Customer will be assessed any early Termination Liability Agreements (TLA) as set forth in the Tariff and also will be assessed the full amount of the credit. This offer is available through December 31, 2001.

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